Supplier: **SADA SYSTEMS, INC.**

State of Utah
Request for Proposal
State Cooperative Contract

Legal Company Name (include d/b/a if applicable) **SADA Systems Inc**	Federal Tax Identification Number **954816919**	State of Utah Sales Tax ID Number		
Ordering Address **5250 Vineland**	City **Los Angeles**	State **CA**	Zip Code **91601**	
Remittance Address (if different from ordering address)	City	State	Zip Code	

Type ☑ Corporation ☐ Partnership ☐ Proprietorship ☐ Government	Company Contact Person **Hratch Achadjian**
Telephone Number (include area code) **8189421067**	Fax Number (include area code) **8187660090**	Email Address **hratch.achadjian@sadasystems.com**

Discount Terms(for bid purposes, bid discounts less than 30 days will not be considered) **180 days**	Days Required for Delivery After Receipt of Order (see attached for any required minimums) **please see project plan**
Brand/Trade Name **SADA Systems**	Price Guarantee Period (see attached specifications for any required minimums) **180 days after submission**
Minimum Order **n/a**	Company's Internet Web Address **www.sadasystems.com**

The undersigned certifies that the goods or services offered are produced, mined, grown, manufactured, or performed in Utah. Yes ☑ No ☑ . If no, enter where produced, etc. . **All goods offered are products of the following American incorporations: Google Inc and SADA Systems Inc. All services offered will be performed in either California or Utah**

Offeror=s Authorized Representative=s Signature **Tony Safoian**	Print or type name and title **Tony Safoian**	Date **1-20-2011**
State of Utah Division of Purchasing Approval Kent Beers, Director	Date	Contract Number

Note: When approved and signed by the State Director of Purchasing, this document becomes the contract.

SADA SYSTEMS, INC.

Bid Contact **ANNIE SAFOIAN**   Address **5250 VINELAND AVENUE**
ANNIE.SAFOIAN@SADASYSTEMS.COM   **NORTH HOLLYWOOD, CA 91601**
Ph 818-766-2400
Fax 818-766-0090

Bid Notes **For any clarification please call Hratch Achadjian, Business Development Associate at SADA Systems at 818-942-1067 or email Hratch at hratch.achadjian@sadasystems.com thank you.**

Item #	Line Item	Notes	Unit Price	Qty/Unit	Total Price	Attch.	Docs
PR11059-1-01	PR11059 UTAH HOSTED EMAIL, COMMUNICATIONS AND COLLABORATION SERVICES	**Supplier Product Code:** **Supplier Notes:** For any clarification please call Hratch Achadjian, Business Development Associate at SADA Systems at 818-942-1067 or email Hratch at hratch.achadjian@sadasystems.com thank you.	First Offer - **$2,140,634.00**	1 / job	**$2,140,634.00**	Y	Y

Supplier Total   **$2,140,634.00**

SADA SYSTEMS, INC.

Item: **PR11059 UTAH HOSTED EMAIL, COMMUNICATIONS AND COLLABORATION SERVICES**

Attachments

PR 11059-1-01 UTAH Goes Google - Cost Summaries Professional Services.pdf

PR 11059-1-01 UTAH Goes Google.pdf

SADA systems

We Make IT Easy.™

Utah Hosted Email, Communication and Collaboration Services

Solicitation PR11059

Cost Summaries & Professional Services

GOOGLE APPS
AUTHORIZED
RESELLER

Google

Los Angeles • Chicago • Indonesia • Singapore • Austin • Washington D.C.

Section 7: Supporting Materials

The Respondent is encouraged to provide supporting materials, including more detailed descriptions of their solution, which would clarify or enhance the succinct answers provided in response to Sections 3.0 through 6.0.

References to supporting materials in the responses are encouraged; however, supporting materials should be neatly organized and indexed to allow easy location of the specific references. The entire response to the RFP may not exceed what can be included in one 2" three-ring binder or electronic equivalent.

Google & SADA Systems:

Project Prerequisites

The prerequisites prior to starting this project include elements common to most service-oriented delivery engagements, as well as some that speak to this project's unique needs/objectives. Some of those elements include establishing all appropriate service/licensing agreements and the mutually agreed upon and commitment of resources to the project's objectives to validate and execute the proposal. Identifying critical functionalities, processes or operational needs are also a critical requirement for the client that will ultimately determine the success of the project.

These project prerequisites are:

- A signed Master Services Agreement (See Attachments)
- Agreement that the Google licenses subscription(s) is/are completed through SADA as the reseller.
- An internal client-commitment, equivalent to SADA's own resource outlay, devoted entirely to project success.
- A signed End User License Agreement (See Attachments, applies only if licensing a SADA software product, or software as a service offering)
- A signed Maintenance & Support Agreement (See Attachments, applies only if licensing a SADA software product, or software as a service/hosted offering).

Specific prerequisites – such as environment needs, etc. are detailed further, herein.

Project Objectives

The following details SADA Systems, Inc's approach to this project.

- **Migration to Google Apps**
- **Provision Google Apps Government Edition accounts**
- **Deploy Google Apps**
- **Shared Mailbox Deployment Strategy**
- **Dual Delivery**

- **User Identity Management and Authentication**
- **Identity Management Strategy**
- **SADA will implement Google Apps Directory Sync**
- **Authentication**
- **Option One: SADA's Web SSO Solution for Google Apps with Password Sync**

Without these solutions, users would have to be provisioned manually, and will potentially have two sets of credentials - one for the domain, and another for Google Apps.

Discovery/Planning

SADA's Google Apps deployment team will conduct the necessary discovery and testing of client's existing infrastructure, and gather all information needed to conduct a successful project.

It should be anticipated that Client involvement and engagement during this stage of the project is relatively high and requires devoted resources. Activities such as data entry, data validation, meetings, conference calls, and a variety of other administrative or technical remediation activities are not uncommon.

Provisioning

Upon purchase of Google licensing, SADA will work to provision Google Apps Premier Edition account and begin the initial Google Apps account set-up, including set-up / import of Client's initial group of account users.

Configuration/Go Live

The end result of all project activities is the successful and smooth hand-off of the product to end users. SADA's deployment team will start with the configuration of Dual delivery for users via forwarding from legacy email system to Google Apps domain. Following the project plan, SADA's engineers will, working with client, oversee the configuration of DNS records, such as MX, CNAME, and A records, leading to the final cutover date.

Change Management

In addition to training and communication activities detailed later in this document, SADA will work with client to pro-actively and successfully communicate to end users the hows, whys, whats, wheres and whens of the move to Google Apps. Using proven material and methodologies, leveraging the Google brand, we will make the process one that is both pain-free as well as an extremely positive experience for end users. This includes deployment and customization of Google Sites that are used by end users as pre- and post-launch training resources and developing communication templates.

Shared Mailbox Deployment Strategy

Client currently uses a number of "Shared Mailboxes" for various use cases such as ad sales, payments, etc. where information is emailed by the public to mailboxes where various Client personnel have access; to follow up on requests, orders, group discussions, etc. SADA will work with client to develop a strategy to achieve the same objectives using Google Apps.

Please note that the scope of this activity applies to consulting services only and does not include the development of any application, script, software or utility for the creation, management or use of shared mailboxes

Google Apps Directory Sync

With Google Apps Directory Sync, you can automatically provision users, groups and non-employee contacts based on the user data in your Microsoft Active Directory server. Google Apps Directory Sync connects to your Google Apps directory and adds/deletes user accounts to match your existing organizational schema.

The Google Apps Directory Sync configuration wizard guides you through customizing your synchronization and mapping of your Active Directory user list to your Google Apps users, nicknames, shared contacts and groups. You can also synchronize rich user profile data like home/work/mobile phone numbers, addresses and job titles. To manage your synchronization, you can perform test synchronizations, and configure change limits, notifications, and scheduled synchronizations.

Key benefits:

- Synchronizes your Google Apps user accounts to match user data in your Active Directory server.
- Supports sophisticated rules for custom mapping of users, groups, non-employee contacts, rich user profiles, aliases, and exceptions.
- Performs a one-way synchronization. Data on your Active Directory server is never updated or altered.
- Runs as utility in your server environment. No machine outside your perimeter accesses your Active Directory server data
- Includes extensive tests and simulations to ensure correct synchronization.
- Includes all necessary components in the installation package.

System requirements:

- LDAP servers: Microsoft Active Directory, Lotus Domino, and most generic Open LDAP servers.
- Operating systems: Windows XP (SP2) / 2003 / Vista, Linux, or Solaris (version 8+, no support for x86)

Prerequisites:

- Read and execute administrative access over to your LDAP server.
- Experience with LDAP queries and servers.

SADA will work with client project team to deploy Google Apps Directory Sync across all Active Directory servers.

Authentication Strategy

SADA's Web Single Sign-On Service for Google Apps

SADA will deploy a Single Sign-On page which allows users to log into Google Apps with the same credentials already in the Active Directory server.

The use of a custom log-in page for Google Apps allows the Client's organization to:

- Manage all users from the existing LDAP based data system.

All communication between our system and the Client's servers is fully secure and encrypted.

SADA sets up a custom log-in page for the Client's users based on the branding standards provided by the Client. This custom page would reside on infrastructure provided by the Client.

Synchronizing user passwords between Google Apps and User Data Store

We have identified an ideal authentication mechanism that allows a seamless experience for users AND administrators to leverage AD & SSO without compromising user data store administration, behavior and policies.

SADA modifies the existing SSO code by adding a synchronization module. The module works in the following way:

1. A user attempts to access a Google web application (Gmail, Calendar, Start Page, etc).
2. Google redirects user to the SSO page.
3. User signs in to the page using his/her AD account
4. If AD authentication succeeds, the synchronization module captures the password that the user typed in and sends this password to Google Apps using an API Update call.

Mobile Device Support

Google provides a free, robust application for a variety of mobile devices that allows users to access their Google Apps email accounts. The application includes features such as being able to switch between Gmail accounts, create mobile drafts of messages, and view message attachments, including photos, Microsoft Word documents and PDF files. The application supports devices such as BlackBerry, iPhone, Android OS, Windows Mobile and several other platforms.

SADA will assist Client in the deployment of mobile device solutions for Google Apps by providing instructional material for devices as selected by Client as well as providing support to Client's IT staff during

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this process. Please note that the scope of this deliverable does not include SADA setting up individual devices for Client.

Configure and Install Google Apps plugin for BlackBerry Enterprise Server

In partnership with RIM, Google has developed an add-on to BlackBerry Enterprise Server which allows an administrator to manage BlackBerry mobile devices with Google Apps identically as they would with Exchange. SADA will implement and allow client to test this functionality.

Requirements

To avoid performance problems and system conflicts, install the Google Apps Connector along with the BlackBerry Enterprise Server on a dedicated server with no other applications installed or running.

Important: The Google Apps Connector is tested with BlackBerry Enterprise Server version 4.1.7 MR3, BlackBerry Enterprise Server 5.0.2, and BlackBerry Enterprise Server Express 5.0.2.

System requirements:

For up to 500 users per server:

- Google Apps: Google Apps for Business or Education
- Server: Quad Core Intel® Pentium® IV processor (2GHz or greater)
- Memory: 8 GB RAM
- OS: Microsoft Windows 2003 SP2 or 2008 SP2.
- Disk Space: 1 GB per user (in addition to Windows requirements)
- BlackBerry Enterprise Server: BlackBerry Enterprise Server 4.1.7 MR3 or 5.0.2.
- Database: Microsoft SQL Server (required)

For up to 30 users per server on BlackBerry Professional Software:

- Google Apps: Google Apps for Business or Education
- Server: Intel® Pentium® IV processor (2GHz or greater)
- Memory: 2 GB RAM
- OS: Microsoft Windows 2003 SP2 or 2008 SP2
- Disk Space: 1 GB per user (in addition to Windows requirements)
- BlackBerry Professional Software: BlackBerry Enterprise Server Express.
- Database: Microsoft SQL Server (optional)
- Archiving and Discovery

SADA recommends the use of Google Archiving and Discovery, a solution that allows you to manage email retention with a centralized, searchable archive so you can locate email quickly in the event of legal discovery.

- Capture and index all of your organization's email and attachments in a centralized repository
- Store email in redundant and secure Google data centers, creating a reliable, offsite backup
- Search your archive using parameters such as date range, sender, recipient, subject and content
- Place search results on litigation hold to preserve messages beyond their retention periods
- Export search results to PST or MBOX format for further review and analysis
- Integrated spam and virus filtering included

Further, SADA recommends the use of Google Message Encryption service, powered by Postini, provides on-demand message encryption for your organization to securely communicate with business partners and customers according to security policy or on an "as needed" basis.

Without the complexity and costs associated with legacy on-premises encryption technologies, Google Message Encryption service makes encrypting email messages easy and affordable. The policy-based solution enables your organization to send encrypted email to any recipient.

Configuration

Purchase of Configuration is mandatory with license purchase. It includes the following:

- Set up Email Configs/User Orgs
- User Provisioning for Alpha
- Set up Split/Dual Delivery
- Google Archiving and Discovery configuration
- Set up Google Apps Directory Sync for Google Archiving and Discovery and Email Security
- Outbound servers/Appliances
- Content filters
- Admin Walkthrough

Communication Planning and Training Elements

SADA will create an outline for strategies for user adoption and training of Google Tools and Resources (such as Google Sites and Google Sheets and Docs) to assist users, drive user adoption and assess pilot results.

SADA has developed the use of Google Sites as a unique project collaboration platform and communication tool during Google deployment pilots. Additionally the Google Site becomes a training resource for users. SADA gathers and develops Google related content (including videos) organized in a wiki style fashion that is easily available to users. As a data collection tool, SADA makes use of Google Spreadsheet Forms as an easy to use survey/success criteria measurement tool.

Ultimately SADA is using Google Apps to drive user adoption and facilitate training of Google Apps within your organization. We have found this to be a very effective way of achieving project objectives with respect to training, user adoption and change management.

The following represents a sample outline of a communication planning program and activities:

- Change Management Review Strategy
- Review of existing OCM strategy, plans, and Change Agent categories
- Stakeholder interviews
- Support development of overall plan, Communications Plan and specific Campaigns
- Integration with Training Plan
- High Level Schedule/Plan
- Change Agent Plan
- Communications Plan
- Communications Content Development
- Sample Communications Creation
- Campaign definition
- Event deliverable creation
- Communications/Campaign Materials Deliverables List
- Communications Assets (Deliverables, TBD, ongoing creation)
- Branding Strategy and Creatives Development Support
- Branding Strategy creation
- Advise Creatives Development
- Branding Strategy/Plan
- Branding Campaign Definition Document(s)
- Plan Management
- Communications Plan Management
- Replanning and plan tuning
- Weekly Status Reports (Weekly, Ongoing)
- Revised plans as needed

Training

SADA will prepare custom training materials, and conduct in-person and online webinar-style training sessions for Client employees. SADA's training strategy includes the use of Google Apps tools to train users on Google Apps tools. The objective is to make the transition for Client users as painless as possible.

Objectives

- Ease transition for end-users, and increase end-user satisfaction.
- Empower HelpDesk to take and respond to end-user requests from day one.
- Prepare System Administrators to be able to manage basic admin elements.
- Ease migration for Mobile users.

Strategy

- Create hype and excitement amongst end-users about the move to Google Apps.
- Communicate the reasons behind the migration.
- Recruit internal Google Guides who act as cheerleaders, as well as a level of technical support (and potentially additional training).
- Utilize a comprehensive Google Site which will contain all relevant messaging and training information and materials.
- Offer training on-site / classroom style, remote webinars (which can host up to 1000 people per session) and online videos.
- Set-up Google Moderator to create an escalation point for concerns, and allow us to best answer whichever REAL concerns coming directly from end-user.

Implementation Non Recurring Costs

SADA's implementation and Project Management services are:

1.) Project Management

Client will have an assigned SADA Senior Project Manager and Senior Engineer for the project.

The SADA Project Management process includes the following:

The assigned Project Manager is responsible for all coordination, scheduling, resources, creating the project plan and overall execution of the project.

The Project Manager acts as a liaison and escalation point where necessary between client and SADA team members including engineers, developers, trainers, deployment specialists, account manager and SADA executive sponsors. Additionally the project manager serves as such with other partners in the project such as Google and it's deployment and technical teams.

The Project Manager also develops and collects best practices and as shares these in a consultative manner with the client.

SADA uses a variety of tools including Google Apps to manage its projects. SADA's team includes experienced project managers, engineers and developers with various certifications. Line item for project management includes weekly team status meetings, consultations and all project scheduling/planning/management activities.

Project Scope

Projects are subject to a variety of interdependent activities and the conditions/factors at hand, and as such, are prone to scope creep/slippage when not closely managed. Furthermore, SADA handles all project tasks under the premise that time is of the essence. SADA's expectations revolve heavily around Client's

extremely close engagement during such a collaborative project. The following considerations are all relevant if some/all responsibilities listed below aren't fulfilled or assumptions prove inaccurate:

Delayed project milestone or delivery timeline slippage/interruptions.

Staff or other resource's time/availability management and conflict resolution may increasingly become more burdensome. Our resources are carefully scheduled for specific intervals/periods throughout this project. Rescheduling and availability is solely at SADA discretion.

The elements of this SoW are structured as flat rates with not-to-exceed pricing. As the project progresses, moves, adds or changes (MACs) may take place warranting additional professional service fees accompanied by the necessary Change Orders as described in the Project Change Orders" section below.

Project-specific Change Orders

Any additional cost or credit to Client resulting from a change in the scope of work shall be by mutual agreement of Client and SADA. Any moves/adds/changes affecting project time/duration, material deliverables, or staffing resources will not be included in this project unless explicit written concessions to such changes are approved by SADA, in writing, in advance of the change order work commencing. Upon identification of any move, add or change request, SADA will produce a Change Order form, proposal amendment, or an entirely new proposal based on the nature/scope of the request.

To change or modify the scope of this proposal, please contact the designated SADA Account Representative or Project Manager. Upon collection of the necessary details, SADA will provide Client a written document detailing the request and new terms accordingly, for immediate approval. Approval by Client of requested changes must occur in writing, and is accepted by hard copy, fax or electronically by way of scanned document, digital signature or written email from an authorized project contact.

Whenever there is a conflict between the terms and conditions set forth in a fully signed Change Order and those set forth in this SoW or a prior fully signed Change Order, the terms and conditions of the most recent fully signed Change Order shall prevail.

General Project Scope Terms and Conditions

Client agrees that the scope of this project is strictly limited to those deliverables and services noted herein and as such define the scope of this project. Client further agrees that any requests for additional services or substantial modifications to the deliverables and scope as detailed in this document will require SADA Systems to quote additional fees for such services through the submission of a change order; the execution and implementation of such requests would not occur until the full approval and agreement of both SADA Systems, Inc. and client is secured.

Project Management and Deployment   **$97,500.00**

1.1) E-mail Data Migration

SADA Systems has developed its own software tools and extensive expertise to migrate contacts and calendar items from GroupWise to Google Apps. These tools have already been successfully deployed and utilized in many GroupWise migration projects. Thus, SADA Systems can confidently offer comprehensive migration capabilities that cover all the information important to users.

Google provides a rich set of free migration tools and APIs which allow you to both migrate data into and out of its services. Migrations may be initiated from either client- or server platforms.

Administrators/Server-side:

- Google Apps Migration for Microsoft Exchange & Novel GroupWise. Migrate mail, calendar, and contacts from your Mail Server to Google Apps. You can also migrate data from PST files and emails from IMAP servers (Novell GroupWise, Cyrus, Dovecot, Courier and Gmail) using this tool.
- IMAP mail migration. Enables domain administrators to transfer the existing contents of users' mailboxes from an IMAP server to Google Apps. Typically, administrators select this option when migrating many mailboxes at once.
- Email Migration API. You can enable this API for your domain in the Advanced tools section of the control panel.
- Partners provided additional tools and methodologies to support virtually any type of migration.

Individual users/Client-side:

- Gmail's Mail Fetcher is configured with each user's email account (rather than in the Google Apps control panel) and allows your users to fetch mail from both Gmail and non-Gmail accounts. Fetched mail is inserted into your users' Google Apps Email accounts. With this method, migration is performed on a user-by-user basis.
- Google Email Uploader for Mac is a desktop utility that runs on Mac OS X, and uploads email archives from Apple Mail, Eudora, Thunderbird, as well as exported Entourage mail and other mbox and Maildir archives to your Google Apps mailbox.
- Google Email Uploader is available for all editions of Google Apps.

For more information, please consult:
http://www.google.com/support/a/bin/answer.py?hl=en&answer=57920

E-mail Data Migration $117,995.00

1.2) Calendar/ Resources Data Migration

SADA Systems has developed its own software tools and extensive expertise to migrate contacts and calendar items from GroupWise to Google Apps. These tools have already been successfully deployed and utilized in many GroupWise migration projects. Thus, SADA Systems can confidently offer comprehensive migration capabilities that cover all the information important to users.

Calendar/ Resources Data Migration $97,995.00

1.3) Address List Data Migration
SADA's GAL Sync Tool

- Global Address List Sync
- GroupWise to Google Apps

SADA Systems has developed a tool that will make the Global Address List (GAL) that is stored in the existing LDAP server available to Google Apps users.

Description

SADA System's GAL Migration Tool consists of two parts: Shared Contacts sync and User Profiles sync. The Shared Contacts and User Profiles information appears in Contacts under the client's Directory. Information is synchronized one-way only, from LDAP to Google Apps.

The tool can be configured to synchronize only Shared Contacts, only User Profiles, or both.

The tool is executed in the command line and can be scheduled to run on predetermined intervals (every 24 hours).

Address List Data Migration $27,999.00

1.4) Integration w/State Directory Services
Google Apps Directory Sync (for User info) Installation & Configuration
Google Apps Directory Sync(GADS)

With Google Apps Directory Sync, you can automatically provision users, groups and non-employee contacts based on the user data in your Microsoft Active Directory server. Google Apps Directory Sync connects to your Google Apps directory and adds/deletes user accounts to match your existing organizational schema.

The Google Apps Directory Sync configuration wizard guides you through customizing your synchronization and mapping of your Active Directory user list to your Google Apps users, nicknames, shared contacts and groups. You can also synchronize rich user profile data like home/work/mobile phone numbers, addresses and job titles. To manage your synchronization, you can perform test synchronizations, and configure change limits, notifications, and scheduled synchronizations.

Key benefits:

- Synchronizes your Google Apps user accounts to match user data in your Active Directory server.

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- Supports sophisticated rules for custom mapping of users, groups, non-employee contacts, rich user profiles, aliases, and exceptions.
- Performs a one-way synchronization. Data on your Active Directory server is never updated or altered.
- Runs as utility in your server environment. No machine outside your perimeter accesses your Active Directory server data.
- Includes extensive tests and simulations to ensure correct synchronization.
- Includes all necessary components in the installation package.

The Google Apps Directory Sync tool is free. At client's option, SADA will implement tool on current infrastructure.

SADA's Single Sign On + Sync (for credentials) installation & Configuration

Single Sign-On service

SADA will deploy a Single Sign-On page which allows users to log into Google Apps with the same credentials already in the LDAP server.

On-Premise Single Sign-On Services:

- This option of our Single Sign-On Services Solution functions exactly as the hosted version however our application and custom page would reside on infrastructure provided by the Client.

Synchronizing user passwords between Google Apps and User Data Store

We have identified an ideal authentication mechanism that allows a seamless experience for users AND administrators to leverage LDAP & SSO without compromising user data store administration, behavior and policies.

SADA modifies the existing SSO code by adding a synchronization module. The module works in the following way:

- A user attempts to access a Google web application (Gmail, Calendar, Start Page, etc).
- Google redirects user to the SSO page.
- User signs in to the page using his/her LDAP account
- If LDAP authentication succeeds, the synchronization module captures the password that the user typed in and sends this password to Google Apps using an API Update call

Integration w/State Directory Services $98,985.00

1.5) State Application Changes

A discovery phase will be required in order to determine this. The discovery phase will not exceed $99,000.00

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in pursuit of estimating and outlining the State Application Changes. All implementation/migration of changes will be separate.

State Application Changes	**Up-to $99,000.00**

1.6) Employee Training

1 Curriculum Development $7,800.00

1 Online Video Resource Center (Site) Development $4,350.00

3 Phase 1 - On Site Sessions 4hours $1,295.00 (ea.)

3 Phase 1 - Webinar 4 hours $995.00 (ea.)

8 Phase 2 - On Site Sessions 4hours $1,295.00 (ea.)

8 Phase 2 - Webinar 4 hours $995.00 (ea.)

3 Phase 3 - On Site Sessions 4hours $1,295.00 (ea.)

2 Travel Days - Phase 1 $1,560.00 (ea.)

2 Travel Days - Phase 2 $1,560.00 (ea.)

2 Travel Days - Phase 3 $1,560.00 (ea.)

Employee Training	**$50,585.00**

2.) E-Mail / Calendar / Schedule cost per User

Google Apps for Government License fee $40.00/user /year for a 3 year agreement up-front

- Secure – Google data centers are engineered by leading security experts & FISMA certified. With best-in-class disaster recovery at no extra cost.
- Gmail for your agency – 25GB storage, less spam, & 99.9% uptime. With email security powered by Postini. Easy integration with Microsoft Outlook.
- Google Calendar – Agenda management, scheduling, shared online calendars and mobile calendar sync.
- Google Docs – Documents, spreadsheets, and presentations. Collaborate in real-time without attachments.
- Google Sites – Secure, coding-free web pages for intranets and team managed sites.
- Video – Secure video sharing – like your own private YouTube. Support agency training programs, and add a personal touch to employee communications.

For a single year agreement license cost per user is $45.00/user/year

MSRP: $50.00/user/year

E-Mail / Calendar / Schedule cost per User : 3 year total for 20,000 users is $2,400,000.00
--OR --
E-Mail / Calendar / Schedule cost per User : 1 year total for 20,000 users is $860,000.00

(3yr option savings: $180,000.00)

3.) Online Application Suite cost per User

Included in e-mail/calendar/schedule cost per user

Online Application Suite cost per User $0.00

4.) Archiving cost per User

Included in e-mail/calendar/schedule cost per user

Archiving cost per User $0.00

5.) e-Discovery cost per User

Postini A&D 10 $19.80/user /year for a 3 year agreement up-front

- Store email for as long as you need it
- Safely preserve email in Google's highly secure data centers, ensuring a reliable & redundant off-site backup. Apply retention rules to comply with your organization's policies and apply message holds to preserve specific emails when required.
- Locate email quickly
- Search your archives on-demand by date range, sender, recipient, subject, content, or a range of other parameters. Export search results in MBOX or PST formats.
- Benefit from cloud scalability
- Store virtually unlimited amounts of email without adding any additional hardware.
- Make your email more secure
- Google Message Discovery includes all of the security features of Google Message Security, including anti-spam and anti-virus filters, content policies and encryption.
- Rapid deployment, easy maintenance
- Google Message Discovery doesn't require any hardware installation and is managed through a simple web interface. Services are SAS 70 Type II audited and monitored by Google around the clock.

For a single year agreement license cost per user is $26.00/user/year

MSRP: $33.00/user/year

One-time upfront configuration

3 year total for 20,000 users is	**$1,188,000.00 + $13,999.00**

--OR--

1 year total for 20,000 users is	**$520,000.00 + $13,999.00**

(3yr option savings: $668,000.00)

6.) Instant Messaging cost per User

Included in e-mail/calendar/schedule cost per user .

Instant Messaging cost per User	**$0.00**

7.) Mobile synchronization cost per User

Included in e-mail/calendar/schedule cost per user

Mobile synchronization cost per User	**$3,995.00**

8.) BES synchronization cost per User

Google Apps Plug-in for BES

In partnership with RIM, Google has developed an add-on to BlackBerry Enterprise Server which allows an administrator to manage BlackBerry mobile devices with Google Apps identically as they would with Exchange. SADA will implement and allow client to test this functionality.

	$21,696.00 for all users

9.) Audio/Video Conferencing cost per User

Included in e-mail/calendar/schedule cost per user

Audio/Video Conferencing cost per User	**$0.00**

10.) Administrative Tool Costs

SADA's Google Quickstart

Administrative Tool Costs	**$17,595.00**

11.) Added Storage Cost per GB

E-discovery cost allows for unlimited storage.

Added Storage Cost per GB	**$0.00**

12.) Other Optional Cost Items

12.1.) Dual Delivery

Highly Recommended to aid in minimizing downtime throughout the data migration increasing business continuity.

Dual Delivery	**$11,995.00**

12.1.) Google Message Encryption (GME).

For a minimum order of 10,000 seats, GME price to reseller is $12.88 per user per year.

Google Message Encryption

Ensure legal and best practice compliance by encrypting messages containing sensitive information. Build customer and partner confidence and reduce financial and brand risks.

Protect sensitive data during transmission

Automatically encrypt messages that contain confidential or protected information.

Manage Content Policies

Create content based policies to help comply with GLBA, HIPAA, PCI DSS and data privacy regulations.

Automate encryption

Inspect emails and attachments and apply encryption policies based on content. Use predefined lexicons to enable automatic encryption of policy-controlled content.

Analyze and document encryption history

Produce reports showing encrypted messages and policy enforcement.

1 year	$200,000.00
3 year	$510,000.00

Total

1 year total	$ 2,140,634.00
3 year total	$ 4,658,634.00

SADA's Web Single Sign-On for Google Apps

System Requirements

Important Deployment Consideration

The hardware on which our tools reside on is *Mission Critical* - if it fails, then all provisioning and SSO processes will cease to function, and users will not be able to access Google Apps.

Similarly, the same applies to your Active Directory, LDAP based or other identity management service on which Google Apps may depend in a typical SSO deployment. If the primary authentication source fails, users will be unable to authenticate their credentials against this data source, thus preventing log-in to their Google Apps account.

The workaround in such an event is to disable SSO in the Google Apps Admin Dashboard, following which users may log into Google Apps via the Google Apps log in page with their Google account credentials.

Hardware Requirements

Option A: Use an existing server - Virtual or Physical, which is already performing another role, but has similar specs.

Option B: Procure a new server, or provision a Virtual Server.

Base Requirements:

- CPU: Single Processor, Intel Pentium or compatible, 2 GHz or higher
- Memory: 2GB of RAM
- 25GB of HD space

Minimal recommended redundancies: (again, akin to any production server set-up:)

- Battery backups.
- Daily data backups or snapshot images.
- Redundant (RAID 1, RAID 5, etc...) Hard Drives (if physical server)

Other redundancies:

- Server can be in fail-over / load-balanced environment.

Software/System Requirements

NOTE: SADA can configure said server with all of these elements, if we are granted access, at no additional cost to the client.

1. Server environment for application to reside in.
    a. Apache 2.0 web server or Internet Information Services (IIS) 5.1 or later
    b. PHP 5.x with OpenLDAP, OpenSSL , FreeTDS and XML extensions.
2. Ability to grant us access to that server for installation.
3. Ability to help filter and configure appropriate settings for our system to reach user data source for user data.

Google Apps Directory Sync:

- A Google Apps domain running Premier Edition, Partner Edition or Education Edition. Google Apps Directory Sync is not available with Standard Edition or Team Edition of Google Apps.
- An administrator account on your Google Apps domain.
- User APIs enabled on your Google Apps domain.
- A server on which to install Google Apps Directory Sync, running Microsoft Windows (tested on XP and Vista), Linux or Solaris (version 8+, no support for x86).
- At least 5GB of disk space for log files and data. If you are running with DEBUG or INFO level of logging, you may need more free space than this for additional log data.
- At least 256MB of free RAM. At least 1GB of free RAM is suggested if you have less than 10,000 users, or 2GB of free RAM if you have more than 10,000 users. For very large organizations (over 250,000) further tuning may be needed.
- An LDAP server with user information which is accessible to the directory sync utility. All versions of the LDAP protocol are supported.
- Network access to your LDAP server. You do not need to run the directory sync utility on your LDAP server.
- Read and execute administrative access over the appropriate OU structure of the LDAP server.
- Network access to the Google Apps through HTTPS, directly or through a proxy server.
- A mail server able to accept and relay notifications from the directory sync utility.

This proposal valid for 180 days post January 25, 2011 submission.

SADA systems

We Make IT Easy.™

Utah Hosted Email, Communication and Collaboration Services

Solicitation PR11059

ORIGINAL

GOOGLE APPS

AUTHORIZED
RESELLER

Google

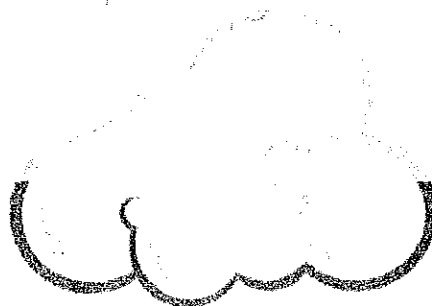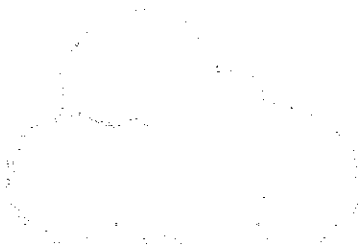Los Angeles • Chicago • Indonesia • Singapore • Austin • Washington D.C.

This proposal valid for 180 days post January 25, 2011 submission.

Bid PR11059
Utah Hosted Email, Communication and Collaboration Services

Bid Number   PR11059
Bid Title   Utah Hosted Email, Communication and Collaboration Services
Bid Start Date   Nov 24, 2010 10:27:41 AM MST
Bid End Date   Jan 18, 2011 1:00:00 PM MST
Question &Answer End Date   Dec 1, 2010 1:00:00 PM MST

Bid Contact   **Pamela B Rugg**
                      Purchasing Agent State of Utah
                      prugg@utah.gov

Contract Duration   **5 years**
Contract Renewal   **5 annual renewals**
Prices Good for   **See Specifications**
Pre-Bid Conference   **Dec 7, 2010 10:00:00 AM MST**
                      Attendance is optional Location: Attendance is optional Mandatory
                      participation. Respondents are required to participate in the conference,
                      either in person or by conference call. In Person: 1 State Office Building;
                      6th Floor; Capitol Hill, Salt Lake City UT 84114 Conference Call: #866-427-
                      0083 *9567048*

Bid Comments   **ALL QUESTIONS MUST BE SUBMITTED THRU BIDSYNC.**

                      Item Response Form
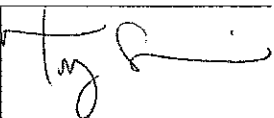
Item   **PR11059-1-01 -PR11059 UTAH HOSTED EMAIL, COMMUNICATIONS AND**
                      COLLABORATION SERVICES

Quantity   **1 job**
Unit Price   *SADA SYSTEMS*:**$2,140,634.00 (includes services, licensing and**
                      Maintenance & Support)
Delivery Location   **State of Utah**
                      No Location Specified

Description   QTY1

ALL QUESTIONS MUST BE SUBMITTED THRU BIDSYNC.

This proposal valid for 180 days post January 25, 2011 submission.

State of Utah
Request for Proposal
State Cooperative Contract

Legal Company Name (include d/b/a if applicable) **SADA Systems Inc.**	Federal Tax Identification Number **95-4816919**	State of Utah Sales Tax ID Number **n/a**	
Ordering Address **5250 Vineland Ave**	City **Los Angeles**	State **California**	Zip Code **91061**
Remittance Address (if different from ordering address) **n/a**	City **n/a**	State **n/a**	Zip Code **n/a**
Type: **[X] Corporation**		Company Contact Person **Hratch Achadjian**	
Telephone Number (include area code) **(818) 942-1067**	Fax Number (include area code) **(818) 766-0090**	E-mail Address **hratch.achadjian@sadasystems.com**	
Discount Terms (for bid purposes, bid discounts less than 30 days will not be considered) **All discounts are outlined in the pricing table attached at the end of this bid.**		Days Required for Delivery After Receipt of Order (see attached for any required minimums) **Please see project Plan for timeline of delivery.**	
Brand/Trade Name **SADA Systems**		Price Guarantee Period (see attached specifications for any required minimums) **180 days from Submission date**	
Minimum Order **n/a**		Company's Internet Web Address **www.sadasystems.com**	
The undersigned certifies that the goods or services offered are produced, mined, grown, manufactured, or performed in Utah. Yes [ ] No [X]. If no, enter where produced, etc. **All goods offered are products of the following American incorporations: Google Inc and SADA Systems Inc. All services offered will be performed in either California or Uta**			
Offeror=s Authorized Representative=s Signature	Print or type name and title **Tony Safoian, SADA Systems - CEO**	Date **1-17-2011**	
State of Utah Division of Purchasing Approval _____ Kent Beers, Director	Date	Contract Number	

Note: When approved and signed by the State Director of Purchasing, this document becomes the contract.

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This proposal valid for 180 days post January 25, 2011 submission.

NOTICE

When submitting a response (proposal, quote or bid) electronically through BidSync, it is the sole responsibility of the supplier to ensure that the response is received by BidSync prior to the closing date and time. Each of the following steps in BidSync MUST be completed in order to place an offer:

> A. Login to http://www.bidsync.com/;
> B. Locate the bid (solicitation) to which you are responding;
>> a. Click the "Search" tab on the top left of the page;
>> b. Enter keyword or bid (solicitation) number and click "Search";
> C. Click on the "Bid title/description" to open the Bid (solicitation) Information Page;
> D. "View and Accept" all documents in the document section;
> E. Select "Place Offer" found at the bottom of the page;
> F. Enter your pricing, notes, other required information and upload attachments to this page;
> G. Click "Submit" at the bottom of the page;
> H. Review Offer(s); and
> I. Enter your password and click "Confirm".

Note that the final step in submitting a response involves the supplier's acknowledgement that the information and documents entered into the BidSync system are accurate and represent the supplier's actual proposal, quote or bid. This acknowledgement is registered in BidSync when the supplier clicks "Confirm". BidSync will post a notice that the offer has been received. This notice from BidSync MUST be recorded prior to the closing date and time or the response will be considered late and will not be accepted.

Be aware that entering information and uploading documents into BidSync may take considerable time. Please allow sufficient time to complete the online forms and upload documents. Suppliers should not wait until the last minute to submit a response. It is recommended that suppliers submit responses a minimum of 24 hours prior to the closing deadline. The deadline for submitting information and documents will end at the closing time indicated in the solicitation. All information and documents must be fully entered, uploaded, acknowledged (Confirm) and recorded into BidSync before the closing time or the system will stop the process and the response will be considered late and will not be accepted.

Responses submitted in BidSync are completely secure. No one (including state purchasing staff) can see responses until after the deadline. Suppliers may modify or change their response at any time prior to the closing deadline. However, all modifications or changes must be completed and acknowledged (Confirm) in the BidSync system prior to the deadline. BidSync will post a notice that the modification/change (new offer) has been received. This notice from BidSync MUST be recorded prior to the closing date and time or the response will be considered late and will not be accepted.

Utah Code 46-4-402(2) Unless otherwise agreed between a sender (supplier) and the recipient (State Purchasing), an electronic record is received when: (a) it enters an information processing system that the recipient has designated or uses for the purpose of receiving electronic records or information of the type sent and from which the recipient is able to retrieve the electronic record; and (b) it is in a form capable of being processed by that system.

REQUEST FOR PROPOSAL - INSTRUCTIONS AND GENERAL PROVISIONS
STATE COOPERATIVE CONTRACT

1. SUBMITTING THE PROPOSAL: (a) The Utah Division of Purchasing and General Services (DIVISION) prefers that proposals be submitted electronically. Electronic proposals may be submitted through a secure mailbox at BidSync (formerly RFP Depot, LLC) (www.bidsync.com) until the date and time as indicated in this document. It is the sole responsibility of the supplier to ensure their proposal reaches BidSync before the closing date and time. There is no cost to the supplier to submit Utah's electronic proposals via BidSync. (b) Electronic proposals may require the uploading of electronic attachments. The submission of attachments containing embedded documents is prohibited. All documents should be attached as separate files.

(c) If the supplier chooses to submit the proposal directly to the DIVISION in writing: The proposal must be signed in ink, sealed, and delivered to the Division of Purchasing, 3150 State Office Building, Capitol Hill, Salt Lake City, UT 84114-1061 by the "Due Date and Time." The "Solicitation Number" and "Due Date" must appear on the outside of the envelope. All prices and notations must be in ink or typewritten. Each item must be priced separately. Unit price shall be shown and a total price shall be entered for each item offered. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed in ink by person signing offer. Unit price will govern, if there is an error in the extension. Written offers will be considered only if it is submitted on the forms provided by the DIVISION. (d) Proposals, modifications, or corrections received after the closing time on the "Due Date" will be considered late and handled in accordance with the Utah Procurement Rules, section R33-3-209. (e) Facsimile transmission of proposals to DIVISION will not be considered.

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1.   **PROPOSAL PREPARATION:** (a) Delivery time of products and services is critical and must be adhered to as specified. (b) Wherever in this document an item is defined by using a trade name of a manufacturer and/or model number, it is intended that the words, "or equivalent" apply. "Or equivalent" means any other brand that is equal in use, quality, economy and performance to the brand listed as determined by the DIVISION. If the supplier lists a trade name and/or catalog number in the offer, the DIVISION will assume the item meets the specifications unless the offer clearly states it is an alternate, and describes specifically how it differs from the item specified. All offers must include complete manufacturer=s descriptive literature if quoting an equivalent product. All products are to be of new, unused condition, unless otherwise requested in this solicitation. (c) Incomplete proposals may be rejected. (d) Where applicable, all proposals must include complete manufacturer=s descriptive literature. (e) By submitting the proposal the offeror certifies that all of the information provided is accurate, that they are willing and able to furnish the item(s) specified, and that prices offered are correct. (f) This proposal may not be withdrawn for a period of 60 days from the due date.

Google & SADA Systems

Acknowledged

2.   **FREIGHT COST:** Suppliers are to provide line item pricing FOB Destination Freight Prepaid. Unless otherwise indicated on the contract/purchase order, shipping terms will be FOB Destination Freight Prepaid.

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3.   **SOLICITATION AMENDMENTS:** All changes to this solicitation will be made through written addendum only. Answers to questions submitted through BidSync shall be considered addenda to the solicitation documents. Bidders are cautioned not to consider verbal modifications.

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4.   **PROTECTED INFORMATION:** Suppliers are required to mark any specific information contained in their offer which they are claiming as protected and not to be disclosed to the public or used for purposes other than the evaluation of the offer. Each request for non-disclosure must be made by completing the "Confidentiality Claim Form" located at: http://www.purchasing.utah.gov/contract/documents/confidentialityclaimform.doc with a specific justification explaining why the information is to be protected. Pricing and service elements of any proposal will not be considered proprietary. All material becomes the property of the DIVISION and may be returned only at the DIVISION 's option.

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5.   **BEST AND FINAL OFFERS:** Discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of assuring full understanding of, and responsiveness to, solicitation requirements. Prior to award, these offerors may be asked to submit best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by a competing offeror.

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6.   **SAMPLES:** Samples of item(s) specified in this offer, brochures, etc., when required by the DIVISION, must be furnished free of expense to the DIVISION. Any item not destroyed by tests may, upon request made at the time the sample is furnished, be returned at the offeror's expense.

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7.   **AWARD OF CONTRACT:** (a) The contract will be awarded with reasonable promptness, by written notice, to the responsible offeror whose proposal is determined to be the most advantageous to the DIVISION, taking into consideration price and evaluation factors set forth in the RFP. No other factors or criteria will be used in the evaluation. The contract file shall contain the basis on which the award is made. Refer to Utah Code Annotated 65-56-408. (b) The DIVISION may accept any item or group of items, or overall best offer. The DIVISION can reject any or all proposals, and it can waive any informality, or technicality in any proposal received, if the DIVISION believes it would serve the best interests of the DIVISION. (c) Before, or after, the award of a contract the DIVISION has the right to inspect the offeror's premises and all business records to determine the offeror's ability to meet contract requirements. (d) The DIVISION will open proposals publicly, identifying only the names of the offerors. During the evaluation process, proposals will be seen only by authorized DIVISION staff and those selected by DIVISION to evaluate the proposals. Following the award decision, all proposals become public information except for protected information (see number 5 above). A register of proposals and contract awards are posted at http://purchasing.utah.gov/vendor/bidtab.html. (e) Estimated quantities are for bidding purposes only, and not to be interpreted as a guarantee to purchase any amount. (f) Utah has a reciprocal preference law which will be applied against offerors offering products or services produced in states which discriminate against Utah products. For details see Section 63G-6-404 and 63G6-405, Utah Code Annotated. (g) Multiple contracts may be awarded if the DIVISION determines it would be in its best interest.

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8.   **DIVISION APPROVAL:** Contracts written with the State of Utah, as a result of this proposal, will not be legally binding without the written approval of the Director of the DIVISION.

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9.   **DEBARMENT:** The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this

transaction (contract) by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the DIVISION.

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10.   **ENERGY CONSERVATION AND RECYCLED PRODUCTS:** The contractor is encouraged to offer Energy Star certified products or products that meet FEMP (Federal Energy Management Program) standards for energy consumption. The State of Utah also encourages contractors to offer products that are produced with recycled materials, where appropriate, unless otherwise requested in this solicitation.

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11.   **GOVERNING LAWS AND REGULATIONS: All State purchases are subject to the Utah Procurement Code, Title 63 Chapter 56 U.C.A. 1953, as amended, and the Procurement Rules as adopted by the Utah State Procurement Policy Board. These are available on the Internet at** www.purchasing.utah.gov. By submitting a bid or offer, the bidder/offeror warrants that the bidder/offeror and any and all supplies, services equipment, and construction purchased by the State shall comply fully with all applicable Federal and State laws and regulations, including applicable licensure and certification requirements.

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12.   **SALES TAX ID NUMBER:** Utah Code Annotated (UCA) 59-12-106 requires anyone filing a bid with the state for the sale of tangible personal property or any other taxable transaction under UCA 59-12-103(1) to include their Utah sales tax license number with their bid. For information regarding a Utah sales tax license see the Utah State Tax Commission's website at www.tax.utah.gov/sales. The Tax Commission is located at 210 North 1950 West, Salt Lake City, UT 84134, and can be reached by phone at (801) 297-2200.

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Acknowledged

Table of Contents:

This proposal valid for 180 days post January 25, 2011 submission.

This proposal valid for 180 days post January 25, 2011 submission.

All responses are noted by the following heading in black text immediately after the question it is responding to in grey text:

Google & SADA Systems:

[Proposers Answer]

Executive Summary

Google & SADA Systems are proud to present in collaboration our response to the State's RFP for a cloud email solution. Our teams worked hard to provide the most cost efficient solution taking into account:

1. technical functionalities desired by the state,
2. the most efficient project timeline and
3. why our specific team and our unparalleled experience (including clients such as City of Los Angeles, County of Multnomah, Virgin America, Virgin Mobile, and Northwestern University among others)

All requests throughout the RFP have been addressed in-line and the requested documents such as the transmittal letter, team resumes, project timeline, and standard agreements, are all available as appendices.

Our team is standing by to assist you in the event of any needed clarification. Please feel free to contact SADA's Business Development Associate, Hratch Achadjian directly at 818.942.1067 or hratch.achadjian@sadasystems.com. Thank you for your time and consideration. We look forward to hearing from and working with you.

State of Utah

Bid PR11059

This proposal valid for 180 days post January 25, 2011 submission.

Utah Hosted Email, Communication, and Collaboration Services Request for Proposals (RFP)

Solicitation #PR11059 Utah Hosted Email, Communication, and Collaboration Services Request for Proposal (RFP)

Section 1.0: Introduction

The State's intent is that this procurement will result in a Statewide Purchase Agreement for Hosted Email, Communications, and Collaboration services with DTS as the Contract manager. The contract will be available for use by State Executive, Legislative, and Judicial Branch agencies, Cities and Counties, and K-12.

Email services have been identified as an opportunity to realize cost savings and add additional service capabilities for State employees. Email services are changing rapidly to an ecosystem of communication options and rich collaboration and sharing environments. Email services in a hosted environment have changed with industry requirements to offer a more robust collaborative tool than was possible in previous years.

A multi-tenant hosted email ecosystem offers substantial opportunities for cost savings and for making new services available to State employees that can enhance productivity. Ability to enhance security features including compliance with Federal standards such as FISMA, HIPAA, etc., consistent global application of security patches, and reduced risk of email intrusion. The ability to add features to the State email environment and make rapid changes and updates to email and related applications is a large benefit. These are services that appear to be opportunities to effectively use cloud providers. This offers the potential for greater security and accessibility than the State can now provide, and at potentially lower cost.

Responses to this RFP for Email, Communication, and Collaboration Solutions can include:

- **Messaging**: Includes e-mail/calendaring/resource scheduling, voice mail, and related messaging capabilities;
- **Conferencing**: Includes audio, video, and Web conferencing, and integrated desktop conferencing solutions;
- **Instant Messaging/Presence**: Includes Instant Messaging (IM), presence, and rich presence aggregation (the ability to aggregate and publish presence and location information from multiple sources); and
- **Applications**: Includes applications that have integrated communication functions; including office collaboration suites (e.g. word processing, spreadsheets, etc.), notification, and integration with mobile device platforms in a consolidated communications enabled environment. Introduction

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1.1 Background and History

The State of Utah has historically operated a premise based GroupWise email solution for approximately 20 years. This solution is currently deployed across State Executive branch agencies in approximately 140 post offices with approximately 22,650 licensed users. The State also has an estimated 240+ applications that use email and calendaring services that depend on the State email system. Email services have been targeted as a mission critical service that has potential for increased efficiency and cost savings for the State. Looking at a new approach for email services is driven by:

- The need to address new agency requirements for email and related services.
- Complexity and costs of the current State premise implementation, and the need to upgrade to leverage new technologies.
- Dissatisfaction with the current premise solution and technology obsolescence.
- Integration difficulty with mobile devices.
- Ongoing infrastructure cost (Servers, SAN, Data Center, Licensing)
- Difficulty maintaining the email archive and providing reliable access to archived messages in compliance with the Government Records and Management Act (GRAMA), the Public Records Management Act, and ongoing litigation and e-discovery requirements.
- Need of many agencies for a more robust and standard email ecosystem that also integrates with new messaging services.
- Greater ability for instant messaging and calendaring that can be shared internally and with external business partners and citizens.
- The need for collaboration tools that enhance the abilities of employees to share document development and communication in a secure environment.

This multi-tenant hosting approach is consistent with a cloud services model that is consistent with the requirements of the State, and directly supports the Governor's objectives to increase efficiency and effectiveness of IT services.

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1.2 Purpose

The State is seeking a replacement for its existing premise hosted GroupWise Email, Contact, and Calendaring and Scheduling environment. It is the desire of the State to migrate to an externally hosted environment. It is the intent of the State to reduce costs and add additional services and capabilities that are best delivered in an externally hosted multi-tenant environment. Changing from one email system to another purely for cost savings is a valid driver in its own right. The State wants new capabilities for State employees that can be added with a feature rich and innovative e-mail, communication, and collaboration environment.

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1.3 Transition Plan to Proposed Solution Provide

This solicitation addresses both the procurement of a new Email Communication and Collaboration Environment, and migration and transition from the existing infrastructure to the successful Respondent solution. Migration requirements are comprehensive and include modifications to existing State applications that make email and calendaring calls from within application code. The project implementation plan must reflect timeliness, with minimum disruption to the business and related processes, and it must thoroughly address any and all application related issues associated with email and calendaring. Detailed requirements for this plan are described in section 4.0.3.

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1.4 Architectural Premises

Architecturally it is the desire of the State to implement email, communication and collaboration services in a cloud compliant hosted multi-tenant environment to optimize scalability and leverage cloud resources.

Fundamental to any hosted email, communication, and collaboration proposal must be the availability of well-documented Application Programming Interfaces (APIs) for use with existing and future applications that utilize Respondent services.

The hosted email communication and collaboration implementation must add value and capability to existing infrastructure and must not have a significant architectural impact on existing deployed architectures.

The diversity of the State architecture and the multiple demands for different types of services favors solutions that have a great deal of flexibility and can be quickly deployed leveraging existing State data and application environments.

The ideal hosted solution is one that supports diverse protocols, is based upon open standards, is not unduly tied to specific service components or objects, and is able to add value without unduly impacting existing deployments in agencies.

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Google Apps will not only support all of the above but administrators have access to the Google Apps Marketplace which provides a vast amount of applications to be leveraged. Furthermore the SADA team as API and custom development experience. SADA has built and

launched a number of tools on the marketplace in addition to building tools for the likes of Kaiser Permanente.

1.5 Definitions

E-discovery is the collection, preparation, review and production of electronic documents in litigation discovery. This includes e-mail, attachments, and other data stored on a computer, network, backup or other storage media. E-discovery includes metadata.

Email record is email that is work-function related; has administrative, legal, fiscal, or historic value; and meets the legal definition of a record in Title 63G, Chapter 2, the Government Records Access and Management Act. Email records include the text/content of the message and all of the accompanying contextual information that the e-mail system tracks, such as who sent it (their full name plus e-mail address), when it was sent, who received it, when it was opened, any distribution lists used, etc. Metadata and attachments are just as necessary to the record as is the text.

Government Records Access and Management Act (GRAMA), Title 63G, Chapter 2, is one of Utah's open records laws. GRAMA is a comprehensive law dealing with the access to government records. It balances the public's constitutional right of access to information concerning the conduct of public business, the individual's right of privacy in relation to personal data gathered or maintained by government, and the public policy interest in restricting access to certain records for the public good. See the act at http://le.utah.gov/UtahCode/section.jsp?code=63G-2.

Public Records Management Act, Title 63A, Chapter 12, is another of Utah's open records law. It mandates that all records created and maintained by governmental entities are property of the state and must be managed according to legally approved retention schedules. It mandates the responsibilities of governmental entities in records management and the penalties for intentional unlawful management. See the act at http://le.utah.gov/UtahCode/section.jsp?code=63A-12.

Record series is a group of similar records that are related as the result of being created, received, or used in the same activity and are a group of records that may be treated as a unit for purposes of designation, description, or disposition, as defined by Title 63G, Chapter 2, the Government Records Access and Management Act.

Retention period, also referred to as retention schedule as defined in Title 63G, Chapter 2, the Government Records Access and Management Act, is the length of time each record series should be retained for administrative, legal, fiscal, or historical purposes and when each record series should be transferred to the state archives or destroyed.

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Section 2: Organization of RFP Responses

These guidelines *must* be followed when preparing a response.

2.1 Responses

One of the objectives of this RFP is to make proposal preparation easy and efficient, while giving Respondents ample opportunity to highlight their proposals. The evaluation process must also be manageable and effective. When a Respondent submits a proposal, it shall be considered a complete plan for accomplishing the tasks described in this RFP and any supplemental tasks the Respondent has identified as necessary to successfully complete the obligations outlined in this RFP.

The proposal shall describe in detail the Respondent's ability and availability of services to meet the goals and objectives of this RFP as stated in Sections 3.0 through 6.0 Proposals shall:

- Include a transmittal letter to confirm that the Respondent shall comply with the requirements, provisions, terms, and conditions specified in this RFP.
- Include the signed Offer Form with the complete name, address, and e-mail of the Respondent's firm and the name, mailing address, telephone number, and FAX number of the person the State should contact regarding the Respondent's proposal.
- If subcontractors will be used, a statement from each subcontractor must be appended to the transmittal letter, signed by an individual authorized to legally bind the subcontractor, and State:
  - o The general scope of work to be performed by the subcontractor; and,
  - o The subcontractor's willingness to perform the work indicated.
- Confirm that the Respondent will comply with all of the provisions in this RFP.
  - o Provide all of the information requested in this RFP in the order specified; and,
  - o Have a Table of Contents adequately identifying the contents of each section and page numbers of major subsections. The proposal shall be organized into sections, following the exact format using all titles, subtitles, and numbering, with tabs separating each section described below. Each section must be addressed individually and pages must be numbered. (Note that part 7; Cost Summaries and Professional Services must be a separate sealed response to the bid for Division of Purchasing evaluation and scoring):

    (1) Executive Summary
    (2) Required Business Qualifications (Section 3)
    (3) Technical Requirements (Section 4-4.0.2)
    (4) Project Plan (Section 4.0.3)
    (5) References, Experience, and Resumes (Section 5)
    (6) Business Cost Analysis (Section 6.0.1)
    (7) Cost Summaries and Professional Services (Section 6.0.2-6.0.3)
    (8) Exceptions
    (9) Confidential Information

Proposals must be submitted on the most favorable terms available to the State from both a price and technical standpoint. *Respondents should not assume that they will be given an opportunity to improve or otherwise revise their proposals.*

Respondents must also agree to comply with all local, State, and federal statutes, regulations, and executive orders applicable to this procurement and any resulting agreement.

2.1.1 Respondent Review of RFP

Each Respondent will be presumed to have fully and carefully read and understood this RFP in all aspects, and to be thoroughly knowledgeable regarding its content. The failure or omission of any Respondent to answer all questions and meet the requirements of this RFP may result in disqualification. Omissions or oversights shall in no way relieve the Respondent from any obligations with respect to its proposal or the agreement. It is also the obligation of each Respondent to ensure that its proposal complies both in form and substance with the requirements of this RFP. The State reserves the right, at its sole and exclusive discretion, to reject any proposal that does not conform to those requirements.

Google & SADA Systems:

Acknowledged.

2.2 Economy of Presentation

Proposals shall not contain promotional or display materials. Proposals shall only address the requirements of this RFP. All questions posed by the RFP shall be answered concisely and clearly. Failure to comply with this requirement may result in summary disqualification of the proposal.

Google & SADA Systems:

Acknowledged.

2.3 Term of Contract

The initial term of the contract will be five years. At its discretion, the State may extend this contract with the successful bidder for five one-year periods. Therefore, there is the potential that this award may result in a ten year contract.

Google & SADA Systems:

Acknowledged.

2.4 Evaluation Criteria

2.4.1 Requirements – Mandatory and Desired Requirements

Sections 3.0 through 6.0 describe the requirements of this RFP. The individual requirements are designated "(M)" for mandatory or "(DR)" for desired requirements.

The requirements designated as (M) are considered mandatory by the State, and the awarded Respondent shall be obligated to comply with the mandatory requirements. For each requirement designated as (M) Respondents must indicate with "Supported" and a description or explanation, or "Not Supported." While Respondents may provide an explanation of any of its entries of "Not Supported," the entry of a "Not Supported" response may result in the rejection of the proposal. Respondents are free to propose revisions to the mandatory requirements up to the date set for the Deadline to Submit Written Questions in Section 8.9. Unless otherwise revised by an addendum, mandatory requirements, as set forth in the RFP, are firm. The State at its own discretion may modify mandatory requirements, should they be deemed, unsupportable by Respondents.

The items designated as (DR) are considered by the State to be desirable requirements. Respondents are invited to include no cost enhancements to these desirable requirements in their proposals by providing a description of the enhancement. The description must be accompanied by an explanation of how the enhanced approach will satisfy the desirable requirements and how the enhancements will benefit the State, Agency Partners, and the public. To respond to the (DR) items, the Respondent *must* include an attachment listing the section number of the (DR) requirement, the text of the (DR) requirement as stated in the RFP, the explanation of the Respondent's approach to meet the desirable requirements, and the benefits of any proposed enhancements. Any proposed enhancement shall be in addition to the desirable requirements and shall not be deemed to relieve the Respondent of the opportunity of providing the desirable requirements as originally described.

Respondents shall provide a response for each of the requirements in sections 3.0 to 6.0, in the order given, using the same numbering scheme. At the end of each section. Respondents are encouraged to describe additional services or resources that would exceed the basic requirement and further enhance the services that could be offered to State users. Exceptions, if any, should be noted in a separate section.

The winning proposal will be evaluated on technical capability, completeness of solution, past performance, and price. All evaluation factors other than cost or price, when combined, are worth 70% of the total score. Cost or price comprises the remaining 30% of the possible score. Respondents are encouraged to provide an Executive Summary of their responses to Sections 3.0 through 6.0 for ease in evaluating responses.

Google & SADA Systems:

Acknowledged.

2.4.1.1 Phase One

Proposals will first be checked to make sure that they meet the required business qualifications detailed in Section 3.0. Respondents must affirm compliance with all Phase One requirements. Exceptions, if any, should be noted.

Google & SADA Systems:

Acknowledged.

2.4.1.2 Phase Two

The Mandatory and Desirable Technical Requirements, Project Management and Implementation, and References and Experience sections, will be evaluated separately from the final Cost Proposal. The State will evaluate each response item in Sections 4.0 through 5.0 and assign a numerical value that indicates the degree to which the State believes that the response meets or exceeds the requirement. The sum of the values derived from this calculation will be used to determine the total point score to rank the proposals. The State will review and score the Business Cost Analysis proposal in section 6.0.1, separately from the Cost Summaries in sections 6.0.2 and 6.0.3, to ensure consistency with requested cost and project components.

Google & SADA Systems:

Acknowledged.

2.4.1.3 Phase Three

State Purchasing scores Sections 6.0.2-6.0.3 using the following cost formula: The points assigned to each Respondent's cost proposal will be based on the lowest proposal price. The Respondent with the lowest proposed price will receive 100% of the price points. All other Respondents will receive a portion of the total cost points based on what percentage higher their proposed price is than the lowest proposed price. A Respondent whose proposed price is more than double (200%) the lowest proposed price will receive no points. The formula to compute the points is: Cost Points x (2 -Proposed Price / Lowest Proposed Price).

The State reserves the right to invite any or all Respondents that reach the cost evaluation phase to make a formal presentation to the State regarding their specific proposal, including costs. The State reserves the right to not accept any of the proposals.

The Scoring Evaluation components and values are detailed in the Scoring Evaluation Worksheet that follows:

This proposal valid for 180 days post January 25, 2011 submission.

Utah Hosted Email, Communication, and Collaboration Services RFP Evaluation Score Sheet
#PR11059

Firm Name: <u>SADA Systems</u>

Evaluator: _____

Date: _____

Score will be assigned as follows:
0 = Failure, no response
1 = Poor, inadequate, fails to meet requirement
2 = Fair, only partially responsive
3 = Average, meets minimum requirement
4 = Above average, exceeds minimum requirement
5 = Superior

	Possible Points	Score (0-5)	Points
4.0 Responsibilities and Scope of Work	50		
4.0.1 General Requirements	30		
4.0.2 Technical Requirements			
4.0.3 Project and Implementation Plan	20		
5.0 References. Experience, and Resumes	15		
5.0.1 Experience	10		
5.0.2 References			
5.0.3 Financials	3		
5.0.4 Resumes / Background Checks	2		
6.0.1 Business Cost Analysis	5		
6.0.2 Cost Summaries 6.0.3 Professional Services Rates	30		Inserted by Purchasing. See 2.4.1.3
Total Evaluation Points	100		

<u>**Google & SADA Systems:**</u>

Acknowledged.

2.5 Intent to Award

It is the intent of the State to make a single award under the terms of this RFP.

<u>**Google & SADA Systems:**</u>

Acknowledged.

2.6 Pricing

Requirements for cost proposals and cost summaries are detailed in a separate part of this RFP.

Google & SADA Systems:

Acknowledged.

Required Business Qualification

Section 3: Required Business Qualifications

All Respondents must organize their responses so the level of compliance with Section **3.0** is clearly identified. Failure to do so may disqualify a Respondent's proposal from later evaluation phases. All of these requirements must be met to proceed to Phase 2 evaluation. Qualifications are acceptable only as clarifications to otherwise compliant statements.

Google & SADA Systems:

Acknowledged.

3.1 General Business Requirements

(M) Respondents *must* indicate their acceptance of the State of Utah Standard Terms and Conditions attached to this RFP as Attachment A, and the DTS Standard Terms and Conditions included as Attachment C. Any exceptions to these terms and conditions must be noted. Significant exceptions may constitute grounds for rejecting Respondent proposals.

Google & SADA Systems:

Acknowledged.

3.2 Experience

(M) Respondents *must* indicate their acceptance of the State of Utah Standard Terms and Conditions attached to this RFP as Attachment A, and the DTS Standard Terms and Conditions included as Attachment C. Any exceptions to these terms and conditions must be noted. Significant exceptions may constitute grounds for rejecting Respondent proposals.

Google & SADA Systems:

Acknowledged.

3.3 Financial Stability

(M) The infrastructure Respondent vendor *must* provide audited financial statements to the State and should meet a minimum Dun and Bradstreet (D&B) credit rating of 4A2 or better. Please provide the Respondent's D&B Number and the composite credit rating. The State reserves the right to verify this information. If a branch or wholly owned subsidiary is bidding on this RFP, please provide the D&B Number and score for the parent company that will be financially responsible for performance of the agreement. Prime contractors working on behalf of Respondents must submit financial statements that demonstrate financial stability, and adequate working capital, but do not need to meet 4A2 credit rating requirements.

Google & SADA Systems:

Audited financials of Google, the infrastructure respondent can be found here:

http://investor.google.com/earnings.html

SADA Systems is financially stable and has been profitable for over 10 years. SADA can provide more insight to financial standing upon request and establishment of NDA. Meanwhile we will disclose the following revenue numbers and accolades to help attest to its financial stability.

$6,383,464 - 2010
$3,456,000 - 2009
$2,985,000 - 2008
$2,234,000 - 2007
$2,109,000 - 2006
$1,444,000 - 2005

- ➢ **Inc. 5000 - fastest growing private companies in the U.S. – 2010**
- ➢ **Inc. 5000 - fastest growing private companies in the U.S. – 2009**
- ➢ **Inc. 5000 - fastest growing private companies in the U.S. – 2008**
- ➢ **Inc. 5000 - fastest growing private companies in the U.S. – 2007**
- ➢ **50 Fastest Growing Private Companies in San Fernando Valley**

3.4 Availability

(M) The Respondent *must* propose a Hosted Email, Communication, and Collaboration solution that will deliver availability of 99.9% or greater, inclusive of scheduled downtime required for maintenance and upgrades. Measurement shall be reported on a monthly basis with a cumulative year to date. Extra points will be awarded to respondents that can guarantee 99.99% or greater availability.

Google & SADA Systems:

In 2010, Gmail was available 99.984 percent of the time, for both business and consumer users. Google's published SLA is 99.9% though a recent post outlines their efforts to achieve 99.99%. The post can be found at:

http://googleenterprise.blogspot.com/2011/01/destination-dial-tone-getting-google.html?utm_source=entblog&utm_medium=blog&utm_campaign=Feed:+OfficialGoogleEnterpriseBlog+(Official+Google+Enterprise+Blog)&utm_content=Google+Feedfetcher

3.5 Project Management and Implementation Plan

A Project Management and Implementation plan is required and *must* be submitted in accordance with Section 4.0.3 of the Respondent's proposal. Respondents must define supported services available to the State and how the Respondent will accomplish the overall migration from the existing State services to the proposed Respondent services.

Google & SADA Systems:

Acknowledged.

SADA Systems offers comprehensive support services as defined in the Project Management and Implementation plan per section 4.0.3.8.1. SADA will also offer the Google Technical Account Manager service as per 4.0.2.12.14 which will provide a direct relationship and channel of communication with Google, and enhance the responsiveness and effectiveness to all of the support services offered.

Technical Requirements

Section 4: Responsibilities and Scope of Work

4.0.1 General Responsibilities

4.0.1.1 (M) The Respondent *must* provide the personnel, equipment, tools, test equipment, and expertise to meet the requirements in this RFP.

Google & SADA Systems:

Acknowledged.

4.0.1.2 (M) The respondent must provide a test and/or proof of concept environment for evaluation by the State that verifies the respondents ability to meet mandatory requirements in section 4.0. This environment must be available within one week of the commencement of the evaluation process.

Google & SADA Systems:

Acknowledged.

4.0.1.3 (M) The Respondent must propose to install, test, provide all products or services, and warranty the services as specified in this RFP.

Google & SADA Systems:

Acknowledged.

4.0.1.4 (M) The Respondent *must* abide by State of Utah IT polices, standards, procedures and best practices as detailed at the Utah Technical Architecture Wiki at http://www.utahta.wikispaces.net.

Google & SADA Systems:

Acknowledged.

4.0.1.5 (M) Computer applications and Web sites *must* be accessible to people with disabilities, and *must* comply with State accessibility policy and the Americans with Disability Act.

Applications acquired or developed must be compliant with the Accessibility and Usability Guidelines referenced in Section 4 of the *State of Utah Web Standards and Guidelines*. See

http://dts.utah.gov/egovernment/documents/utWebStandards051707AD.pdf

Applications and content delivered through Web browsers must comply with the *Internal Web Browser Standard 4300-0002 Update* at:

http://www.utahta.wikispaces.net/file/view/Internal%20Web%20Browser%20Standard%205.25.10.pdf

Google & SADA Systems:

Supported.

Information access is at the core of Google's mission - "to make the world's information universally accessible and useful". That's why in addition to crawling, indexing and ranking billions of websites, images, videos and other content, we also

work to make that content available in all languages and in accessible formats. Upon request, Google can provide a complete whitepaper detailing every aspect of our 508 compliance.

Google wants to make information available to everyone, and that includes people with disabilities, such as blindness, visual impairment, color deficiency, deafness, hearing loss and limited dexterity. We've found that providing alternative access modes like keyboard shortcuts, captions, high-contrast views and text-to-speech technology helps everyone, not just people with disabilities. For example, keyboard shortcuts help power users get things done more quickly without using a mouse, speech-to-text technology enables people to skim and search audio content, text-to-speech technology enables people to use mobile devices while driving, and custom product themes give people more opportunities to personalize.

Key points in the context of email and calendaring:
- Gmail offers a simplified HTML interface that doesn't use AJAX and is easy to navigate with a screen reader.
- Google Calendar offers an ARIA (Accessible Rich Internet Applications) enhanced version with keyboard shortcuts, and supports iCalendar.

For more on Google Apps Accessibility, and Section 508 Voluntary Product Accessibility Templates (VPAT), see
http://www.google.com/accessibility/resources.html
Google Apps Gmail, Calendar, and Chat support the State of Utah's Internal Web Browser Standards of:

- Internet Explorer 8.x or greater (Windows)
- Firefox 3.6x or greater (Windows, Linux and/or Mac OSX)
- Chrome 4.x or greater (Windows, Linux and/or Mac OSX)
- Safari 4.x or greater (Windows, Linux and/or Mac OSX

For more information on Google Apps supported browsers, see
http://www.google.com/support/a/bin/answer.py?hl=en&answer=33864

4.0.2 Business Technical Requirements

4.0.2.1 EMAIL

4.0.2.1.1 *(M)* Basic email functionality, including but not limited to email filtering, send, receive, format, and attachment, and the ability to retract email messages within specified respondent system parameters.

Google & SADA Systems:

Supported.

Google Apps is a full service email service with the ability to filter, edit, send, receive, forward, format and retract email, and add attachments. It supports a variety of industry standards including; MAPI, IMAP, POP, ActiveSync, Blackberry BES and SAML. The "undo send" feature allows the respondent to retract emails within configurable time periods.

For more information on filtering, see 4.0.2.1.5, 4.0.2.1.22, and sections such as 4.0.2.5.16 .

4.0.2.1.2 (M) Ability to search all email and attachments.

Google & SADA Systems:

Supported.

You can use Gmail search the same way you'd use Google Search, by entering a word (or multiple words) which appear anywhere within the message you want to locate, including any attachments (both filenames and contents). If you're looking for a message that contains the word "government holidays", simply type " government holidays" in the search field and press Search Mail. Your results will be displayed with your search terms highlighted in yellow.

Advanced search operators such as "from:" and "to:" are query words or symbols that perform special actions in Gmail search. These operators allow you to find what you're looking for quickly and accurately. They can also be used to set up filters so you can organize your inbox automatically. You can use bolean logic and restrict search to specific labels and terms such as whether an email has an attachment or not.

4.0.2.1.3 (M) Migrate existing data in and out of the proposed solution.

Google & SADA Systems:

Supported.

SADA Systems has developed its own software tools and extensive expertise to migrate contacts and calendar items from GroupWise to Google Apps. These tools have already been successfully deployed and utilized in many GroupWise migration projects. Thus, SADA Systems can confidently offer comprehensive migration capabilities that cover all the information important to users.

Google provides a rich set of free migration tools and APIs which allow you to both migrate data into and out of its services. Migrations may be initiated from either client- or server platforms.

Administrators/Server-side:

- Google Apps Migration for Microsoft Exchange & Novel GroupWise. Migrate mail, calendar, and contacts from your Mail Server to Google Apps. You can also migrate data from PST files and emails from IMAP servers (Novell GroupWise, Cyrus, Dovecot, Courier and Gmail) using this tool.
- IMAP mail migration. Enables domain administrators to transfer the existing contents of users' mailboxes from an IMAP server to Google Apps. Typically, administrators select this option when migrating many mailboxes at once.
- Email Migration API. You can enable this API for your domain in the Advanced tools section of the control panel.
- Partners provided additional tools and methodologies to support virtually any type of migration.

Individual users/Client-side:

- Gmail's Mail Fetcher is configured with each user's email account (rather than in the Google Apps control panel) and allows your users to fetch mail from both Gmail and non-Gmail accounts. Fetched mail is inserted into your users' Google Apps Email accounts. With this method, migration is performed on a user-by-user basis.
- Google Email Uploader for Mac is a desktop utility that runs on Mac OS X, and uploads email archives from Apple Mail, Eudora, Thunderbird, as well as exported Entourage mail and other mbox and Maildir archives to your Google Apps mailbox.
- Google Email Uploader is available for all editions of Google Apps.

For more information, please consult:

http://www.google.com/support/a/bin/answer.py?hl=en&answer=57920

4.0.2.1.4 (M) Ability to create user defined email groups and/or personal folders based on search criteria, and the ability to create system/global groups viewable to users and domains.

Google & SADA Systems:

Supported.

Users have a robust set of tools which can be used to create email groups, personal groups, and personal folders which can then be shared to the entire domain.

4.0.2.1.5 (M) Ability to define rules for email handling.

Google & SADA Systems:

Supported.

Gmail supports rule-based email handling via rule-based filters. Gmail's filters allows users to manage and automate the flow of incoming messages. Using filters, users can automatically label, archive, delete, star, or forward their mail, even keep it out of Spam -- all based on a combination of keywords, sender, recipients, and more. Gmail offers the ability to define an unlimited number of rules (filters) for handling mail.

More detail:
http://mail.google.com/support/bin/answer.py?hl=en&answer=6579

Additionally, custom rule-based filters can be defined programmatically and pushed to users by leveraging the API's made available by Google. SADA Systems has built an expertise with interacting with Google's REST API's and will be happy to assist the State of Utah on programmatically defining filters for its user population.

4.0.2.1.6 (M) Ability to retain email (Specify per-user limit, if any).

Google & SADA Systems:

Supported.

Google Message Discovery solution, an additional product, has unlimited retention/storage for a period up to ten years.

Gmail has 50 times more storage than the industry average. Each employee gets 25 GB for email storage, so they can keep important messages and find them instantly with built-in Google search. Administrators may set granular retention policies from 1 to an unlimited number of days.

4.0.2.1.7 (M) Ability for migrated emails to maintain header information including sender, recipient, date/time, cc, bcc, attachments, etc.

Google & SADA Systems:

Supported.

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Header information such as sender, recipient, date/time, cc, bcc, attachments, etc. is retained.

4.0.2.1.8 (M) Ability to send, assign and delegate tasks.

Google & SADA Systems:

Supported.

Users have the ability to generate task lists which can then be emailed to other users for consumption (Delegation) into their task lists. Additionally, tasks may be overlaid in users' calendars with reminders and due dates.

Users can create lists of items, set due dates and notes, and even add Gmail messages directly to Tasks. Users can also use the tasks list to keep track of listing actions such as making a list of state agencies or outlining a paper. Users can create as many lists as they need to organize their information.

Users can turn any Gmail message into a task with one click. They can also turn any bulleted list from another user - whether from Gmail or another system - directly into a task list.

Another option would be for users to leverage Google Docs to create collaborative documents acting as shared task lists. Users can create documents as task lists, share them with one or more collaborators and eventually subscribe to changes in order to be reminded every time any collaborator adds an item to a task list or an item is marked as completed. Google Apps provides numerous ways 'out of the box' to achieve the desired functionality but also supports the following method as well.

Google Apps supports 3rd party contextual gadgets, such as Producteev's Task Management for Google Apps, which provide teams the ability to send, assign, and delegate tasks directly from a user's email inbox.

4.0.2.1.9 (M) Ability to access email system from any Internet connection (e.g. dialup, ISDN, and Broadband, including wired and wireless connections).

Google & SADA Systems:

Supported.

Google Apps is available from any internet connection. Additionally, for low bandwidth connections or for unsupported browsers, Gmail provides two additional features: Flaky Connection mode and basic HTML.

In Flaky Connection Mode, Gmail runs off the local store in your browser, regardless of connection status. Google recommends using this mode if the connection is intermittent or slow. The user's account will continue to sync in the background when it's able to do so, with no disruption to their ongoing work.

For low bandwidth connections or for unsupported browsers, Gmail offers a Basic HTML View that is compatible with almost any browser. If a user signs into Gmail using a browser that isn't fully supported, they'll automatically be directed to the basic HTML view.

4.0.2.1.10 (M) Ability to delegate email functionality to another staff member (i.e., proxy assignments, including mail/phone, appointments, reminder notes, tasks, etc.).

Google & SADA Systems:

Supported.

Proxy (or delegate) access is available for both Email and Calendar with Google Apps. Users may delegate access to their Google Apps mail and calendar accounts to another staff member in the organization so they can manage sharing, read, send, and delete messages or calendar appointments on the user's behalf. For example, users can delegate e-mail rights to an admin, or they can set up a small group mailbox.

If someone has granted access to their account to another staff member, the staff member can access it by clicking the down-arrow next to their email address in the upper-left corner. The delegator's email address can be selected from the drop-down menu.

A user may retract proxy (or delegate) privileges at any point.

A similar approach can also be used for shared mailboxes with Single Sign-On (SSO). SADA Systems has developed an add-on module to its SSO solution for San Jose State University in which Administrators can grant permissions to delegated mailboxes to users. During the authentication process, a user with privileges will be able to select which account he/she would like to access.

The State of Utah administrators will be responsible for administering access privileges, although further integration can be also achieved through the State's LDAP solution.

4.0.2.1.11 (M) Ability to print stored information locally.

Google & SADA Systems:

Supported.

Google supports the ability to print locally.

4.0.2.1.12 (M) Ability to define proxy access limitations (e.g., Read Write; Subscribe to Alarms and Appointments, Modify Options, Rules, and Folders), and retract and/or retrieve messages within an established time period within the State email system.

Google & SADA Systems:

Supported.

Proxy (or delegate) access is available for both Email and Calendar with Google Apps.

Email delegation:

- **Read**
- **Write**
- **Send**
- **Contacts**

Google Calendar delegation

- **Create**
- **Read**
- **Update**
- **Etc.**

Lesser permissions can also be granted via Calendar sharing, which can provide read access to appointments with either

- **the full details**
- **only a "busy" status that obfuscates the appointment details.**

The "undo send" feature allows the respondent to retract emails within configurable time periods.

A user may retract proxy (or delegate) privileges at any point.

4.0.2.1.13 (M) Ability to drag and drop files and attachments into email messages.

Google & SADA Systems:

Supported.

Dragging and dropping files is an easy way to save time in Gmail. Users can drag attachments into messages from their desktop using Gmail's native web-based interface. They can also drag them out of messages they receive to save them to their computer.

4.0.2.1.14 (M) Ability to copy or replicate information to desktop or local storage.

Google & SADA Systems:

Supported.

Users can export email, attachments, and Google Docs to their desktop or local storage in industry standard formats.

- **Attachments can be saved directly in their native format**
- **Emails and documents can be downloaded in RDF, PDF, Text, Open Office, Word, and HTML formats**
- **Spreadsheets can be downloaded in CSV, PDF, Text, Open Office, Excel, and HTML formats**
- **Presentations can be downloaded in PDF, Text, and PowerPoint formats**

Users can configure the default download location in the browser settings.

4.0.2.1.15 (M) Ability to auto save draft email messages.

Google & SADA Systems:

Supported.

Users can configure their mailbox through the email settings to auto-save draft emails so that valuable work is never lost.

4.0.2.1.16 (M) Ability to synchronize email and attachments to mobile devices.

Google & SADA Systems:

Supported.

Google Apps (Mail, Calendar, Contacts) has the ability to control, sync and interoperate with Android, Blackberry and ActiveSync devices (iPhone/iPad, Treo and others)

Capabilities include but are not limited to:

- **Over-the-air (OTA/Push) Email**

This proposal valid for 180 days post January 25, 2011 submission.

- **Calendar and Contacts sync**
- **Support for email attachments**

For complete details on the protocols and features for mobile phones and Google Apps please see:

http://www.google.com/mobile/

4.0.2.1.17 (M) Ability to add both personal signatures and notes.

Google & SADA Systems:

Supported.

Gmail supports text, rich text and html signatures and notes.

- **Users can associate different signatures with different account nicknames, such as when dealing with a particular vendor.**
- **Users can create "canned responses" which can be inserted in any email. In addition, users can configure filters to auto-reply with "canned responses" based on filter criteria.**

Signatures and "canned responses" can include standard organizational disclaimers and confidentiality notices.

4.0.2.1.18 (M) Ability to schedule or delay the delivery of email messages.

Google & SADA Systems:

Supported.

Email messages can be scheduled to be sent at a specific time through Google Docs integration. SADA Systems can also assist in the testing and deployment of Chrome extension which will provide delayed sending functionality.

Boomerang for Gmail is a browser extension designed specifically to send delayed messages. Once installed onto a compatible web browser, the authenticated user will have the ability to send delayed messages with a wide range of variables. Once the message is marked for future delivery, Boomerang will deliver the message to its recipient(s) without the need for the sender to leave the web browser opened.

4.0.2.1.19 (M) Spell checking functionality, including automatic spell checking for free form typing.

Google & SADA Systems:

This proposal valid for 180 days post January 25, 2011 submission.

Supported.

Free-form spell checking takes place within most browsers automatically.

Gmail's automatic spellchecker operates in the same language the user has selected for their interface. If a user composes a message in a language other than their interface language, they can check the spelling of that message too, by clicking the arrow next to 'Check spelling' to select the appropriate language.

Browsers such as Chrome support customizing the dictionary.

4.0.2.1.20 (M) Describe what metadata is available and describe the users ability to view metadata for a message type.

Google & SADA Systems:

Supported.

Messages are stored with the original metadata (e.g. the original headers, received lines, recipients, date fields, attachment names and file types, etc.). When the messages are set aside in saved sets, the entire message content is included so that the messages and their original metadata are easily searched, reviewed and exported.

Users can see the entire message including metadata by clicking on "Show Original"

Sample Message Header:

MIME-Version: 1.0

Received: by 1.1.1.1 with HTTP; Tue, 28 Dec 2010 20:30:55 -0800 (PST)

Date: Tue, 28 Dec 2010 20:30:55 -0800

Delivered-To: user@domain

Message-ID: <AANLkTi=-0R57cX6p1cMLX1LBL0euFkXJsQ1ZYAg31_Bu@mail.gmail.com>

Subject: Metadata Sample

From: user<user@domain>

To: user <user@domain>

Content-Type: multipart/alternative;
boundary=0022159f0566fa455804988508b2

--0022159f0566fa455804988508b2

Content-Type: text/plain; charset=ISO-8859-1

--0022159f0566fa455804988508b2

Content-Type: text/html; charset=ISO-8859-1

--0022159f0566fa455804988508b2--

4.0.2.1.21 (M) Ability to post reminder notes and tasks.

> ### *Google & SADA Systems:*
>
> **Supported.**
>
> **Users can post reminder notes and tasks to task lists and assign due dates; they are automatically posted to the appropriate date in the calendar.**

4.0.2.1.22 (M) Ability to sort/filter emails by date, sender, subject, etc.

> ### *Google & SADA Systems:*
>
> **Supported.**
>
> **Users may search (sort/filter) email by date, sender, subject, has/doesn't have the words, to, from, subject; specify date range and restrict search to folders (labels).**

4.0.2.1.23 (M) Ability to limit or restrict access to Statewide or mass mailing distribution lists.

> ### *Google & SADA Systems:*
>
> **Supported.**
>
> **Administrators control whether or not a statewide distribution list is open or restricted; groups work within the State by default, unless the State chooses to optionally open them to the public.**
>
> **Google Apps supports fine-grained access control for administrator-managed groups:**

- Who can view content: only group members or anyone in the domain
- Directory listing in the groups directory
- Who can view members: members only, managers only, anyone in the domain
- Who can join: anyone in the domain, people have to be invited, people can request access
- Allow external members: email addresses outside of the domain can be added to the group and receive emails sent to the group
- Who can post messages: members only, managers only, anyone in the domain; optionally, messages from non-members can be held for moderation
- Who can invite new members: managers only, managers and members
- Message moderation: all messages are held for moderation, no moderation - messages are delivered directly, messages from new members are moderated

Google Apps also supports four types of user-managed groups:

- Public: anyone in the domain can join, post messages, view the members list, and read the archives.
- Announcement-Only: only managers can post messages and view the members list, but anyone from the domain can join and read the archives.
- Team: only managers can invite new members, but anyone in the domain can post messages, view the members list, and read the archives. Optionally, managers can also allow anyone on the Internet to post messages.
- Restricted: only managers can invite new members. Only members can post messages, view the members list, and read the archives. Messages to the group do not appear in search results.

SADA Systems has been amongst the first solution providers to provide integration between a client data source and Google Apps. Depending on the specific requirements of the State of Utah, a custom groups synchronization tool can be implemented, which will provide more programmatic control over the visibility of the distribution groups.

4.0.2.1.24 (M) All services must be delivered via secure means (e.g. HTTPS, SSH, TLS, etc.)

Google & SADA Systems:

Supported.

All Google Apps services use HTTPS by default. Gmail uses TLS and administrators can optionally enforce TLS so that no messages are transmitted to recipients in clear text.

All SADA Systems integration tools use secure channels to communicate both to Google and to any client equipment. Communications to Google Apps use HTTPS by default, applicable to all tools including the Single Sign-On solution. LDAP Communications are performed via a TLS transport.

4.0.2.1.25 (M) Ability to add folders to organize emails.

Google & SADA Systems:

Supported.

Gmail supports labels, which operate similarly, but have striking advantages over folders:

A conversation can have more than one label

Users can only put a message in one folder whereas they can have an unlimited number of labels associated with a folder

A labeled conversation can be in several locations (Inbox, All Mail, Sent Mail, etc.) at once, making it easier to find later

Users can search conversations by label

With folders, users have to:

- **remember where they filed a message to retrieve it from a folder**
- **can't always do folder-specific searches**

4.0.2.1.26 (DR) Self-administration and provisioning capabilities.

Google & SADA Systems:

Supported.

This proposal valid for 180 days post January 25, 2011 submission.

For a variety of our clients including Northwestern Universities SADA has created an Opt-In method for users to be automatically provisioned on Google Apps. Usually open to a wide range of users, the Opt-In method offered in our past implementations allows users to select when they would like to make the switch to the new solution. We have noticed a higher adoption rate during these transitions as the users were aware and ready for the change, instead of being presented with an actual change and having to accept it.

On an administrative standpoint, Opt-In migrations are controlled processes where the user population can be restricted to specific groups of users. When properly integrated to all the client equipment, opt-in migrations can be entirely automated, including accounts creation, mail flow transition, and also data migration.

Self-administration: users can, subject to policy, administer a large number of email settings including:

- language
- signatures
- labels/folders
- mail & spam filters
- forwarding

Self-provisioning: users can import:

- mail from POP accounts
- contacts from vCard and CSV files
- calendars from iCal and CSV files, as well as from URLs

4.0.2.1.27 (DR) Ability to set the priority of a message by the sender.

Google & SADA Systems:

Not supported.

Google strives to be as compliant with RFC mail standards as possible. Since there is no "message priority" RFC specification, this capability is a function of proprietary systems and will not work outside them. Implementing such a feature can cause confusion among end users who might assume external recipients see priority flags when, in fact, they do not.

Instead, Google provides an optional capability called Priority Inbox:

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- Using sophisticated algorithms, Gmail performs relevancy weighting to determine the relative importance of each message received based on a variety of signals including which messages users open and which they reply to. Predictions improve over time as Gmail learns what's important to the user
- Users can also set filters to automatically prioritize email based on data such as sender or keyword

Sections keep the mailbox organized; incoming email is separated into sections: important and unread, important, and everything else. These sections can also be customized.

4.0.2.1.28 (DR) Ability to add a "reply requested" tag to an email message, calendar, item or task.

Google & SADA Systems:

Supported.

Google strives to be as compliant with RFC mail standards as possible, while supporting non-compliant clients. Since there is no "reply requested" RFC specification, this capability is a function of proprietary systems and is therefore not implemented natively within Google Apps. Implementing such a feature can cause confusion among end users who might assume external recipients see "reply requested" when, in fact, they do not.

Nevertheless, this functionality can be addressed through user training and change management. Specific conventions can be adopted within the State of Utah, leveraging document subject where the "reply requested" mention would appear. Combined with pre-set labels, the message received would automatically fall under a specific category and will stand out to the user for processing.

4.0.2.1.30 (DR) Ability to provide remote printing to State facilities.

Google & SADA Systems:

Supported.

Users may print anything from Google Apps remotely to State facilities; because Google Apps is browser-based, any printer provisioned to the user's desktop is available for printing from Google Apps.

4.0.2.1.31 (DR) Ability to set up restricted user accounts that are not visible to other domain users, and to send blind copy care of (bcc) to other recipients.

This proposal valid for 180 days post January 25, 2011 submission.

Google & SADA Systems:

Supported.

Restricted user accounts can be set up such that those users' contact details are not visible to other domain users. Further, an administrative group can be set up pointing to one or more accounts without the administrative group being visible to other domain users. In both cases, emails can be bcc'd to other recipients.

For users who are restricted for the purposes of monitoring, Google offers three approaches:

- **The included Google Apps Audit API allows administrators to set up email "monitors" on specific user accounts such that all messages sent and received by that users are automatically bcc'd to another recipient without that user's knowledge (for example, in the case of an investigation)**
- **The Google Apps Audit API allows an encrypted copy of a specific user's entire mailbox to be downloaded in the mbox standard format; for more information on the mbox file format, see http://en.wikipedia.org/wiki/Mbox**
- **Google Message Discovery can be deployed for any subset of users thereby allowing e-discovery and review of all messages sent and received by those users**

4.0.2.1.32 (DR) Ability to scan or fax from multifunction devices to email on an enterprise level.

Google & SADA Systems:

Supported.

Works natively with SMTP enabled fax and scanning devices.

For more information on SMTP, see 4.0.2.7.4 .

4.0.2.1.33 (DR) Ability to selectively produce RSS feeds of emails.

Google & SADA Systems:

Supported.

The Google Apps Mail Inbox can produce an ATOM (Atom Syndication Format) feed, which is an enhancement over the previous RSS feed standard.

For more on this RFC standard, see
http://en.wikipedia.org/wiki/Atom_(standard)

4.0.2.1.34 (DR) Ability to highlight, color code, or categorize emails.

Google & SADA Systems:

Supported.

Labels, used to categorize messages in a manner akin to folders, may be color-coded.

4.0.2.2 CONTACT MANAGEMENT

4.0.2.2.1 (M) Basic contact management functionality, including but not limited to last name, first name, middle initial, department, title, mobile and other phone numbers, fax number, mailing address, email address, business address, contact log, notes, groups, etc.

Google & SADA Systems:

Supported.

Google supports personal and corporate directory contacts for all of the fields listed in the RFP and more, including photos and custom fields.

- Corporate contacts are typically based on the organization's LDAP directory, and are available to all users, while personal contacts are based on the user's frequent contacts as well as contacts they have explicitly added.
- Contacts are accessed from the contact list, as well as from the Compose Mail dialogue (both lookup and auto-complete); users can view contacts by group as well as by most frequent; contacts are also searchable using Google's powerful search capabilities.
- Because contacts are stored in the cloud, they are accessible from any location, as well as from the user's mobile device.

Corporate contact fields include:

- Name
- Title
- Company
- Assistant
- Manager
- Department

This proposal valid for 180 days post January 25, 2011 submission.

- Office location
- Work email
- Employee IDs
- Websites
- Home phone numbers
- Fax phone numbers
- Mobile phone numbers
- Work mobile phone numbers
- Assistant's number
- Street address
- P.O. Box
- City
- State/province
- ZIP/postal code
- Country/Region

Personal contact fields include:

- Name
- Nickname
- Title
- Company
- Email: work, home, other
- Instant messaging: Google Talk, AIM, Yahoo, Skype, QQ, MSN, ICQ, Jabber
- Phone: work, home, mobile, home fax, work fax, pager, other
- Address: work, home, other
- Website: work, home, home page, FTP, blog, profile, other
- Birthday
- Person: manager, assistant, partner, referred by, etc.
- Notes

Custom contact fields such as middle initial, department and contact log can be added.

4.0.2.2.2 (M) Ability to synchronize contact and contact group information with standard mobile devices.

Google & SADA Systems:

Supported.

Google Apps has the ability to sync contacts and groups and interoperate with Android, Blackberry and ActiveSync devices (iPhone/iPad, Treo and others).

In addition, Google Apps mobile device capabilities include but are not limited to:

- Over-the-air (OTA/Push) Email
- Calendar sync
- Support for email attachments
- Device policy management such as password policy and remote wiping

For complete details on the protocols and features for mobile phones and Google Apps please see:

http://www.google.com/mobile/

4.0.2.2.3 (M) Migrate existing data from the State's current email system in an automated function, without requiring individual users to manually export and import contacts and groups.

Google & SADA Systems:

Supported.

Google supports the migration of current mail, calendar, contact, directory and personal contacts to Google from on-premise systems without end-user involvement. The vast majority of SADA Systems' Google Apps projects are implemented with such automated solutions, resulting in an overall migration that is seamless and trouble-free from the user's perspective.

4.0.2.2.4 (M) Ability to categorize or group contacts, and email contact groups.

Google & SADA Systems:

Supported.

With Google's Contact Manager, users may group and categorize contacts easily and then use those groups to send messages.

Because groups are stored in the cloud, they are accessible from any location, as well as from the user's mobile browser.

SADA Systems has expertise in Groupwise Contact Management and has recently migrated Contact Groups for organizations like Wagner college, Madison Metro College, Marshall ISD. The migration of personal groups into the user's personal contact manager can also be applied for the State of Utah users.

4.0.2.2.5 (DR) Ability to synchronize contact information with desktop.

Google & SADA Systems:

Supported.

Users can quickly synchronize contacts between Google Apps and the desktop using standard formats such as vCard and CSV.

In addition, third party solutions provide contact synchronization with Mozilla Thunderbird.

For custom implementations and third-party applications requiring a more programmatic integration, Google Apps provides the Google Contacts APIs (http://code.google.com/apis/contacts/) which can be used to securely integrate Google Contacts with any application or device. Many third-party Google Apps applications provide Contact integration using these APIs. These can be found in the Google Apps Marketplace (http://www.google.com/enterprise/marketplace/)

4.0.2.2.6 (DR) Ability to share contact lists.

Google & SADA Systems:

Supported.

In Google Apps users have two Contacts sections: personal contacts and shared contacts.

Administrators can enable contact sharing to allow each user in a Google Apps domain to have easy access to all other users in the domain. The shared contact list is similar to what is commonly referred to as a global address list.

Personal contacts can be imported and exported. Users can also add users who aren't in their domain to the shared contacts list using the Shared Contacts API. With Gmail, email addresses are automatically added to a user's Contacts list each time they use the Reply, Reply to all, or Forward

functions to send messages to addresses not previously stored in their Contacts list.

4.0.2.2.7 (DR) Ability to use contacts to initiate a phone call from a user computer.

Google & SADA Systems:

Supported.

Gmail voice and video chat makes it easy to stay in touch with colleagues using the computers microphone and speakers. But until now, this required both people to be at their computers, signed into Gmail at the same time.

Now users can make phone calls directly from Gmail. Calling is free to the US and Canada and highly discounted internationally.

4.0.2.3 CALENDARING and SCHEDULING

4.0.2.3.1 (M) Ability of the sender to delete, retract, or modify appointments.

Google & SADA Systems:

Supported.

Appointments are dynamic and may be changed, modified or retracted by the sender. Optionally, the sender may give the attendees the option to perform these same operations.

4.0.2.3.2 (M) Ability to implement both per calendar and per event access controls including levels for no access, free/busy only, full details, and edit.

Google & SADA Systems:

Supported.

Appointments support per event and calendar access controls including; no access, view free/busy only, or show full details. Additionally, meeting originators may optionally designate if an event may be edited by attendees.

Default options may be set by the domain administrator and then overridden by end-users on a per calendar or per event basis.

4.0.2.3.3 (M) Migrate existing calendar data.

Google & SADA Systems:

Supported.

Google offers a variety of tools to assist customer with migrating from legacy systems to Google Apps for all of the major legacy collaboration platforms: Lotus Notes, Microsoft Exchange, Novell GroupWise and more.

Organizations can migrate email from the GroupWise platform using the IMAP migration capabilities of GAMME (Google Apps Migration for Microsoft Exchange) to move mail data from GroupWise Post Office into Gmail. Users who utilize Microsoft Outlook as a client also have the option to use GAMMO (Google Apps Migration for Microsoft Outlook) to do self-service migration.

In addition, SADA Systems has developed its own software tools and extensive expertise to migrate contacts and calendar items from GroupWise to Google Apps. These tools have already been successfully deployed and utilized in many GroupWise migration projects. Thus, SADA Systems can confidently offer comprehensive migration capabilities that cover all the information important to users.

4.0.2.3.4 (M) Calendaring functionality, including but not limited to appointment, notification, task, event, sharing, and ability to schedule recurring appointments.

Google & SADA Systems:

Supported.

- **Appointments and events: Google Calendar lets users schedule appointments, as well as create invitations for special events, send those invitations to guests, and keep track of responses and comments all in one place. Users can also allow guests to modify events, and limit visibility into the guest list. Users can search for resources by category (e.g. video-conferencing) and filter for those with availability.**
- **Notification: users can specify what sort of events they wish to be notified of, notification method (email, popup, mobile/SMS) as well as choose to unsubscribe.**
- **Tasks: users can create tasks from emails, set due dates, and prioritize them.**
- **Share calendars: calendars can be shared organization-wide or with select co-workers. A range of sharing permission controls help maintain security and privacy.**
- **Schedule recurring appointments: the ""Find a Time"" feature will automatically search for an optimal time based on people, group, and**

resource calendars; Google Calendar automatically sends invitations and manages RSVPs. Recurring events such as weekly, monthly, every Monday, Wednesday, Friday are supported.

In addition, Google Calendar allows users to:

- See free/busy times for all attendees: Users can overlay multiple calendars to see when people and resources are available, subject to ACL's; this includes group calendars.
- Access with mobile device: view and edit event details, add new events, and invite guests on mobile devices like the BlackBerry, iPhone/iPad, and Android. Users can even receive calendar notifications via SMS.
- Publish calendars: publicize external events by publishing a calendar to make it searchable in the Google Calendar gallery. Easily embed calendars into web pages.
- Create appointments with natural language; Google Calendar's natural language recognition engine interprets your phrase and automatically creates the event.

4.0.2.3.5 (M) Ability to schedule resources, including but not limited to facilities, conference rooms, and equipment, and restrict visibility to specified resources

Google & SADA Systems:

Supported.

Google calendar supports scheduling any resource, such as facilities, conference rooms, equipment, and virtual venues. The resource calendar's administrator can set visibility to the calendar at an organization or individual user level, including whether users are only able to see free/busy or all event details. The ability to view or utilize a resources may be restricted.

In addition, extra data about resources is supported through links to resource descriptions defined in HTML. Typically, administrators should also include information such as location, occupancy limits, and availability of audio-visual equipment in the resource name to facilitate finding suitable resources: the calendar automatically displays resources hierarchically based on this taxonomy.

4.0.2.3.6 (M) Ability to manage resources by proxy (e.g., delegate calendar management, set "view only" or "edit" rights, etc.) to another staff member.

Google & SADA Systems:

This proposal valid for 180 days post January 25, 2011 submission.

Supported.

Users can delegate access to their entire calendar with granular permission levels including the ability to see all event details, just free/busy, make changes to events, and perform further delegation. Granular calendar view privileges can also be shared with the entire organization.

4.0.2.3.7 (M) Ability to delegate appointments, and view and schedule from "freebusy" information.

Google & SADA Systems:

Supported.

Users can delegate appointments to other users, as well as to group calendars.

Users can view "free-busy" information for all invitees and resources, and schedule an appointment directly from here.

4.0.2.3.8 (M) Ability to view multiple calendars at same time (both personal and global).

Google & SADA Systems:

Supported.

Users can view multiple (personal, shared, and global) calendars at the same time. Google calendars are color-coded by default so it's easy to view and overlay calendars at the same time. Google Calendar supports multiple different viewing modes as well; day, week, month, year, and custom range.

- **Personal calendars are the default users' calendars**
- **Users may also create additional calendars to share with a group or a list of individuals, as well as global calendars shared with the entire organization**

4.0.2.3.9 (M) Availability of a calendar Application Programming Interface (API).

Google & SADA Systems:

Supported.

SADA Systems has long established a reputation with respect to its ability to work with Google's Application Programing Interfaces (APIs). SADA's familiarity and experience with the Google Calendar API will be an asset to

the State of Utah in creating and modifying applications to leverage scheduling information. SADA's clientele who have solicited API work include City of Los Angeles, Kent State University, Northwestern University and our own Open Source Provisioning Toolkit (later acquired by Google)

In addition to supporting iCal, the calendar supports API's for a variety of calendar tasks including creating and deleting individual and recurring events, and retrieving calendars and their events and invitee status:

http://code.google.com/googleapps/appsscript/service_calendar.html

iCal is a standard for exchanging calendar information defined in RFC 5545 and supported by vendors such as Google, Apple, IBM and Microsoft; for further information, see http://en.wikipedia.org/wiki/ICalendar

4.0.2.3.10 (M) Ability to synchronize calendars to standard mobile devices with associated event and attendee data.

Google & SADA Systems:

Supported.

Google Apps supports two-way, over-the-air sync for all calendar and calendar details for native clients and web browsers for ActiveSync, Android and Blackberry devices. Additionally, calendar is available in small form factor (e.g. for mobile devices) for any device that has a browser. User can view and edit event details, add new events, and invite guests on mobile devices like the BlackBerry and iPhone/iPad; they can even receive calendar notifications via SMS.

4.0.2.3.11 (M) Ability to view or hide appointment details, and full calendar and show non-detailed free-busy schedule as determined by each individual user.

Google & SADA Systems:

Supported.

Individual users can set granular permission levels including the ability to view or hide all or just some event details such as free/busy information. Users can also set global calendar sharing permissions to be public, restricted to the organization, or restricted to particular individuals.

4.0.2.3.12 (M) Ability to print calendars locally in standard formats (such as daily, weekly, monthly, etc.).

Google & SADA Systems:

Supported.

Google Calendars can be printed in standard formats such as daily, weekly, monthly, 4-day view and an agenda view (which give you a text listing of the events and details). Just like the online interface, printed calendars can reflect events from multiple personal calendars as well as published calendars. The "Custom View" feature along with the ability to print to PDF allow for additional formats.

4.0.2.3.13 (M) Ability to do busy searches to find available appointment times.

Google & SADA Systems:

Supported.

Users can search for and see free/busy times for all invitees; they can also overlay multiple calendars to see when people and resources are available, subject to ACL's; this includes group calendars.

The "Find a Time" feature will automatically search for an optimal time based on people, group, and resource calendars; Google Calendar automatically sends invitations and manages RSVPs. Recurring events such as weekly, monthly, every Monday, Wednesday, Friday are supported.

4.0.2.3.14 (M) Ability to edit events that have already been posted by the originating user.

Google & SADA Systems:

Supported.

The originating user can change posted events and choose whether to notify other invitees of the change; the originating user can also delegate the ability to modify the event to other invitees.

4.0.2.3.15 (M) Ability to set up multi-user calendars so managers can view team schedules.

Google & SADA Systems:

Supported.

Managers (and other users) can create shared calendars which multiple users update (e.g. for team member vacations). A range of sharing permission controls help maintain security and privacy.

- Users can set granular permission levels including the ability to see all event details, just free/busy, make changes to events, and include more members in the shared calendar.

Additionally, calendars may be published to the web and embedded in websites or applications.

4.0.2.3.16 (DR) Ability to have shared user calendars.

Google & SADA Systems:

Supported.

Calendars can be shared organization-wide or with select co-workers. A range of sharing permission controls help maintain security and privacy.

- Users can set granular permission levels including the ability to see all event details, just free/busy, make changes to events, and include more members in the shared calendar.

Additionally, calendars may be published to the web and embedded in websites or applications.

4.0.2.3.17 (DR) Ability to import/export calendars.

Google & SADA Systems:

Supported.

Users can import and export calendars in iCal format and can also subscribe to calendars by URL.

- Users can import iCal calendars and subscribe to them by URL from the Add Calendars drop down
- Users can export a calendar by sharing it and providing the iCal URL from the calendar settings

In addition, the State of Utah can also, with SADA Systems' assistance, leverage the Google Data API's in order to push calendar feeds directly into user's calendars without requiring the user to complete any actions on their own.

Google Calendar also offers a selection of public calendars covering popular holidays and more:

http://www.google.com/support/calendar/bin/answer.py?hl=en&answer=37098

4.0.2.3.18 (DR) Ability to easily add new attendee to or remove an existing attendee from an existing event.

Google & SADA Systems:

Supported.

Users can easily add and remove attendees and resources from an existing event, and choose whether to send the invitee a notification.

4.0.2.3.19 (DR) Ability to send appointment to an external user that will sync with other email/calendar systems.

Google & SADA Systems:

Supported.

Google Calendar supports the iCal standard, so the user just specifies their email address as one of the appointment attendees and they automatically receive the appointment.

In addition, a user can choose to share their whole calendar with an external user, subject to granular permission levels including the ability to see all event details, just free/busy, make changes to events, and include more members in the shared calendar.

4.0.2.3.20 (DR) Ability to produce public calendars.

Google & SADA Systems:

Supported.

A user can optionally share their whole calendar (including a shared calendar) with an external user, subject to granular permission levels including the ability to see all event details, just free/busy, make changes to events, and include more members in the shared calendar.

4.0.2.3.21 (DR) Ability to publish calendars to the Web that use imbed codes and enable live calendar updates.

Google & SADA Systems:

Supported.

Calendars may be published to the web and embedded in websites or applications. Any changes to the calendar are reflected live in the embedded gadget.

4.0.2.3.22 (DR) Ability to manage priority of event.

Google & SADA Systems:

Supported.

Users can associate priority icons with events, as well as create tasks with due dates; priority icons include event type (e.g. phone, travel, dinner) as well as a six-level color-coding scale. Users can also set future recurring events to be greyed out to emphasize the priority of one-time events.

4.0.2.3.23 (DR) Ability to categorize events.

Google & SADA Systems:

Supported.

Users can associate category icons with events, as well as associate events with a particular calendar (e.g. the legislature calendar): calendars for specific categories of events are displayed in the user's aggregate calendar in a distinctive color, and can be hidden as needed. Users can also set future recurring events to be greyed out to emphasize the priority of one-time events.

4.0.2.3.24 (DR) Maps integration, automatic display of meeting location based on street address.

Google & SADA Systems:

Supported.

Users can click the "map" button in any appointment and the appointment location will be automatically displayed in Google Maps: users can then find directions from here.

4.0.2.4 e-DISCOVERY

4.0.2.4.1 (M) Ability to search based on subject, content, sender and/or recipient, date range, metadata or attachments.

Google & SADA Systems:

Supported.

Google Message Discovery (GMD) includes the following search panels into which administrators can enter criteria to retrieve archived messages:

- Email Search panel: provides fields that let administrators enter criteria to find archived email messages by sender, recipient, "has attachment", body, data range search, match all or any included or excluded word combination.
- Boolean Search panel: lets administrators enter their own query strings, using the Apache Lucerne query syntax. This syntax supports Boolean operators, wildcards, fuzzy matches, and proximity matches, allowing users to create more-complex or targeted search queries.

Administrators can set up investigations to save and organize their search criteria and results, so they don't have to redo them later on. Searches may be span multiple inboxes or be restricted to a single sender or recipient.

Google also provides an audit API at no additional charge. The Google Apps Audit API allows Google Apps administrators to audit a user's email, email drafts, and archived chats. In addition, a domain administrator can retrieve account login information and download a user's mailbox.

4.0.2.4.2 (M) Ability to place litigation holds on a specified email address.

Google & SADA Systems:

Supported.

Archive administrators (IT/HR/Legal) can place a hold on an email account.

A hold prevents the messages from being removed from the archive.

There are three types of holds which administrators can implement:

- Past messages: All messages in the archive for that user up to and including the date they set the hold.
- Future messages: All messages in the archive for that user going forward from the date they set the hold.
- All messages: All messages in the archive for that user.

When an administrator sets a hold on a user's messages, the hold includes any message in which that user's address is included in the From, To, Cc, or Bcc field.

4.0.2.4.3 (M) Ability to verify authenticity, reliability, and integrity of email messages.

Google & SADA Systems:

Supported.

Mail is stored separately in an immutable archive that is protected using a multi-layer security strategy that combines advanced technologies, industry-standard policies, and best practices, Google/Postini maintains the availability, integrity, and confidentiality of its systems and its clients messages.

Message Archiving processes your organization's electronic messages in geographically-distributed primary and secondary (backup) data centers. Each data center is located in a physically secured facility with SAS-70 certification, is serviced by a Tier-1 or better network provider, and contains multiple layers of redundancy for network connectivity and power. During the processing of a message, indexing servers create an index for the message, and then store the index on multiple devices. When the message processing has finished, the message is then written to at least two separate geographical locations.

Google/Postini's multi-layer security strategy is comprised of seven components: privacy and data integrity, and organizational, physical, network, application, host, and operational security.

As part of this security strategy, Google/Postini regularly undergoes extensive third-party and self-assessment audits of its security measures, to verify its operation integrity and ensure that it protects the privacy of its customers data.

To verify that its security strategy maintains operation integrity and that it follows best practices for security, Google/Postini has implemented a comprehensive audit and verification program. This program includes:

- Annual audits of privacy, security, and availability from independent auditing organizations
- Customer audits as requested
- Quarterly internal audits
- Quarterly vulnerability reports

- **Compliance with any additional, country-specific security requirements**

4.0.2.4.4 (M) Ability to capture and preserve/store email message threads, including tracking email by sender and receiver, date, and record series.

Google & SADA Systems:

Supported.

Message Archiving automatically sets the retention period for all messages in the archive based on the defined policy. Messages are preserved and may be tracked by sender, receiver and record series. Additionally, messages can't be deleted from the archive until their retention periods expire.

Administrators can place a hold on the messages in saved search results. For example, if an administrator is conducting an investigation and wants to ensure that the retrieved messages are not deleted, they can select an option to place the results on hold.

Administrators can set the following hold options for messages in saved search results:

- **Not on hold:** available to purge from the archive according to their original retention periods
- **Hold indefinitely:** held indefinitely in the archive
- **Hold until specific date:** held in the archive until the specified date

4.0.2.4.5 (M) Ability for multiple mailbox search capability.

Google & SADA Systems:

Supported.

Google Message Discovery (GMD) supports the ability to search multiple mail boxes in addition to the capability mentioned below in question 4.0.2.5.9.

4.0.2.4.6 (DR) Automated rule capability for archiving specified users per state policy, the Government Records Access and Management Act (GRAMA) and Public Records Management Act requirements.

Google & SADA Systems:

Supported.

The administrator sets up Message Archiving to archive the email messages for all users or only specific users. Message Archiving captures email messages that users receive from, and send to, others outside the organization's network. Additionally, administrators can place a hold on specified user(s). Holds can be placed on all messages, all past messages from the date of the hold or all messages in the future from the date of the hold.

4.0.2.4.7 (DR) Ability to store search results with any metadata.

Google & SADA Systems:

Supported.

Search results are stored with the original metadata (eg. the original headers, received lines, recipients, date fields, attachment names and file types, etc). When the messages are set aside in saved sets, the entire message content is included so that the messages and their original metadata are easily searched, reviewed and exported by investigators.

4.0.2.4.8 (DR) Ability to add and delete from search results to create an e-Discovery set.

Google & SADA Systems:

Supported.

The Google Message Discovery service allows administrators to:

- Add to the search results by finding messages with related subjects or messages in a set of exchanges between specific users
- Remove one or more messages from a set of saved search results

4.0.2.4.10 (DR) Specify the actions required if a government agency requests access to State email.

Google & SADA Systems:

Supported.

Google follows standard legal processes in responding to third party requests for user information. Information can only be obtained by third parties through legal processes such as search warrants, court orders, subpoenas, through a statutory exemption, or through user consent. Upon receipt of a request for information disclosure, Google's Legal team reviews the request for compliance with applicable law. If the request is legally valid, it is

Google's policy to notify the individual user or organization whose information is being requested except in an emergency or where prohibited by law.

4.0.2.4.11 (DR) Clarify the ability to maintain the state's attorney privilege, including the ability to establish protection for documents protected by attorney-client privilege and work product privilege.

Google & SADA Systems:

Supported.

Please note that Google is not allowed to provide legal advice and that this does not constitute legal advice.

Gmail and Google Docs allow existing procedures for marking attorney-client privilege or attorney work product to be followed. Further, with Google Docs (documents, spreadsheets, presentations, drawings and files) the accessibility of any item can be set such that only the individuals involved have access to that item.

4.0.2.4.12 (DR) Ability to associate Government Records Access and Management Act (GRAMA) and Public Records Management Act requirements, including the ability to associate email with specified records series, legal retention periods, and records classifications.

Google & SADA Systems:

Supported.

The administrator sets up Message Archiving to archive the email messages for all users or only specific users. Message Archiving captures email messages that users receive from, and send to, others outside the organization's network. Additionally, administrators can place a hold on specified user(s). Holds can be place on all messages, all past messages from the date of the hold or all messages in the future from the date of the hold.

4.0.2.4.13 (DR) Specify and explain the ability to meet geographic legal requirements for user privacy or disclosure or preservation.

Google & SADA Systems:

Supported.

Administrators can define email privacy, disclosure and preservation policies by geography by assigning each geography to an organization with unique policies. Organizational policies include the specific services available, filter settings, and administrators.

Google Apps is the first suite of cloud computing applications to receive Federal Information Security Management Act (FISMA) certification from the U.S. government. With this federal government certification of our security controls, government agencies can use our cloud services with confidence.

Google Apps products such as Gmail, Calendar, Docs, Sites, Groups, and Video adhere to the US Safe Harbor Privacy Principles of Notice, Choice, Onward Transfer, Security, Data Integrity, Access and Enforcement, and are registered with the U.S. Department of Commerce's Safe Harbor Program.

4.0.2.5 ARCHIVE, BACKUP and DISASTER RECOVERY

4.0.2.5.1 (M) Ability to recover and restore email messages/contacts/calendars for all users within 4 business hours in the event of a severe outage. Describe your Recovery Policy Objective (RPO) and Recovery Time Objective (RTO).

Google & SADA Systems:

Supported.

The Google Apps RPO design target is zero, and the RTO design target is instant failover. Google's uptime service-level agreement is 99.9% calculated monthly, which equates to a total downtime of well under an hour per month.

Google achieves this through live or synchronous replication: every action a user takes in Gmail is simultaneously replicated in two data centers at once, so that if one data center fails, Google nearly instantly transfer the user's data over to the other one that's also been reflecting their actions.

These data center will be in different geographic disaster zones. Our Data Centers are redundant and can shift to a users their secondary data center. To minimize service interruption due to hardware failure, natural disaster, or other catastrophe, Google implemented comprehensive disaster recovery program at all of its data centers. This program includes multiple components to eliminate single point-of-failure, including the following:

- Distributed data center architecture Google operates a geographically distributed set of datacenters ensure swift failover. Management of

This proposal valid for 180 days post January 25, 2011 submission.

the data centers is also distributed to provide location-independent, around-the-clock coverage, and system administration.

- Data replication and backup To help ensure availability in the event of a disaster, all of the client's data is replicated to separate systems in different data centers.

If a disaster occurred that effected one data center, the client's data will be served from the secondary data center. The data between a user's primary data center and their secondary data center is constantly replicated in "real time."

There is nothing that the client or a client employee needs to do to act upon to invoke this. We have built monitoring tools that help look for a malfunction or even slowness in a data center and automatically, push users to their secondary data center. The only requirement is that client still have internet access.

In addition to the redundancy of data and no single point of failure model for our data centers we have also have a business continuity plan for our corporate office in Mountain View, CA. We have a plan that accounts for having suffered a major calamity, and people and services in are unavailable for 30+ days. This plan insures continued operations or our services to our customers.

And it's not just to preserve your Gmail accounts. Organizations get the same level of data replication for all the other major applications in the Apps suite: Google Calendar, Google Docs, and Google Sites.

The most up-to-date and detailed description of the SLA are available at http://www.google.com/apps/intl/en/terms/sla.html

4.0.2.5.2 (M) Ability to restore archived email data to "live" status.

Google & SADA Systems:

Supported.

Using the personal archive feature, data can be delivered from the archive to a user's inbox so that it can be restored to "live" status.

4.0.2.5.3 (M) Multiple redundant backups of email messages.

Google & SADA Systems:

Supported.

Google Message Discovery (GMD) keeps four copies of archived email: two at the primary data center and two at the "hot" standby data center. Each of the GMD's primary data centers has a matching secondary, or continuation, data center that automatically takes over critical operations if the primary data center fails. To help prevent the possibility of overlapping catastrophic events causing the failure of a pair of data centers, each primary data center is maintained in a different geographic region from its matching secondary data center.

4.0.2.5.4 (M) Ability to thoroughly and completely destroy obsolete records upon completion of legal retention period.

Google & SADA Systems:

Supported.

Messages retained in the archive may be thoroughly, completely and irrevocably destroyed once the period of legal retention expires. Messages can be purged automatically or manually.

4.0.2.5.5 (M) Ability to store and retrieve all email data for a State of Utah specified time period before data is automatically processed for long term archiving.

Google & SADA Systems:

Supported.

The Search tab provides authorized users with tools to search for, view, print, and export messages in the states archive.

The Discovery tab provides the same features as the Search tab, with the additional options to set up investigations to save and organize search criteria and results for specific topics.

4.0.2.5.6 (M) Centralized message archiving for up to seven years.

Google & SADA Systems:

Supported.

Google Message Discovery (GMD), is an easily-deployed, hosted service that helps your organization manage email retention and security. GMD offers· unlimited storage for retention periods of 1 or up to 10 years.

4.0.2.5.7 (M) Ability to archive data based on content, sender, recipient, dates, and other metadata and attachments.

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Google & SADA Systems:

Supported.

Google Message Discovery (GMD) includes unlimited storage for 1- and 10-year retention periods, obviating the need to archive data based on content rules. Instead, GMD archives email on a per-sender (user) basis for a set of users designated by the organization. All of the email, including attachments, is retained by default. This information is searchable by all the fields mentioned (content, sender, recipient, date, attachments and other metadata/structured or unstructured email fields) for the purposes of legal discovery and archiving.

If the organization has the requirement to archive subsets of data by content, sender (if different than above), metadata and/or attachment then it can use the audit api to create content rules to effect this requirement. There is no additional cost for the API. GMD is priced separately.

4.0.2.5.8 (M) Ability to verify authenticity, reliability, and integrity of email records.

Google & SADA Systems:

Supported.

Mail is stored separately in an immutable archive that is protected using a multi-layer security strategy that combines advanced technologies, industry-standard policies, and best practices. Google/Postini maintains the availability, integrity, and confidentiality of its systems and its clients messages.

Message Archiving processes your organization's electronic messages in geographically-distributed primary and secondary (backup) data centers. Each data center is located in a physically secured facility with SAS-70 certification, is serviced by a Tier-1 or better network provider, and contains multiple layers of redundancy for network connectivity and power. During the processing of a message, indexing servers create an index for the message, and then store the index on multiple devices. When the message processing has finished, the message is then written to at least two separate geographical locations.

Google/Postini's multi-layer security strategy is comprised of seven components: privacy and data integrity, and organizational, physical, network, application, host, and operational security.

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As part of this security strategy, Google/Postini regularly undergoes extensive third-party and self-assessment audits of its security measures, to verify its operation integrity and ensure that it protects the privacy of its customers data.

To verify that its security strategy maintains operation integrity and that it follows best practices for security, Google/Postini has implemented a comprehensive audit and verification program. This program includes:

- Annual audits of privacy, security, and availability from independent auditing organizations
- Customer audits as requested
- Quarterly internal audits
- Quarterly vulnerability reports
- Compliance with any additional, country-specific security requirements

4.0.2.5.9 (M) Ability to retrieve or e-Discover archived data based on content, sender, recipient, and/or other metadata and attachments.

Google & SADA Systems:

Supported.

Google Message Discovery (GMD) includes the following search panels into which administrators can enter criteria to retrieve archived messages:

- Email Search panel: provides fields that let administrators enter criteria to find archived email messages by sender, recipient, ""has attachment"", body, data range search, match all or any included or excluded word combination.
- Boolean Search panel: lets administrators enter their own query strings, using the Apache Lucene query syntax. This syntax supports Boolean operators, wildcards, fuzzy matches, and proximity matches, allowing users to create more-complex or targeted search queries.

Administrators can set up investigations to save and organize their search criteria and results, so they don't have to redo them later on. Searches may be span multiple inboxes or be restricted to a single sender or recipient.

Google also provides an audit API at no additional charge. The Google Apps Audit API allows Google Apps administrators to audit a user's email, email drafts, and archived chats. In addition, a domain administrator can retrieve account login information and download a user's mailbox.

4.0.2.5.10 (M) Ability to view, and perform all normal email functions on archive by an email administrator without having to restore.

Google & SADA Systems:

Supported.

The Google Message Discovery (GMD) service is designed to provide administrators with the ability to archive email messages with no storage limitations while at the same time using an indexing system so that results can be quickly obtained regardless of the scope of the query or the age of the data -- all without having to resort to restoring.

The freedom to store emails without space and time constraints allows administrators to manage an archive focusing exclusively on policies driven by business requirements, rather than technical limitations.

4.0.2.5.11 (M) Ability to transfer to the Utah Division of Archives, complete email records of permanent value, with associated metadata, attachments, and threads, upon completion of legal retention period.

Google & SADA Systems:

Supported.

Administrators with the appropriate privileges can export individually selected or all messages in their search results, along with any file attachments, to an MBOX file or a PST file (in the case of "all messages")

- **MBOX is an industry-standard mailbox format that stores one or more exported messages in a single text file. MBOX files are compatible with many email programs, text editors, and litigation support software**
- **PST is a Microsoft format. Administrators can import PST files in Outlook, or open unencrypted PST files in text or hexidecimal editors.**

4.0.2.5.12 (M) Ability to apply legal retention periods and disposition by agency per State policy and/or legal requirements.

Google & SADA Systems:

Supported.

The State can specify the maximum retention period for its messages with Message Discovery, for periods from 1 month to 10 years, by agency. The

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state can retain messages longer than this retention period if it turns off Auto-purge.

The State can use the Auto-purge option to have Message Archiving automatically delete messages at the end of the month in which their retention periods expire, or can choose to manually purge messages from the archive. The State can also place a hold on saved search results, which temporarily halts automatic message deletion. This option may be useful during an investigation or notice of litigation.

The State can also manually purge messages from the archive.

4.0.2.5.13 (DR) Automated rule capability for archiving specified users per state policy, the Government Records Access and Management Act (GRAMA) and Public Records Management Act requirements.

Google & SADA Systems:

Supported.

The administrator sets up Message Archiving to archive the email messages for all users or only specific users. Message Archiving captures email messages that users receive from, and send to, others outside the organization's network. Additionally, administrators can place a hold on specified user(s). Holds can be placed on all messages, all past messages from the date of the hold or all messages in the future from the date of the hold.

4.0.2.5.14 (DR) Ability to store/manage in record series and apply legal retention periods and disposition to records by agency per State policy or legal requirements.

Google & SADA Systems:

Supported.

The State can specify the maximum retention period for its messages with Message Discovery, for periods from 1 month to 10 years, by agency. The state can retain messages longer than this retention period if it turns off Auto-purge.

The State can use the Auto-purge option to have Message Archiving automatically delete messages at the end of the month in which their retention periods expire, or can choose to manually purge messages from the archive. The State can also place a hold on saved search results, which temporarily halts automatic message deletion. This option may be useful during an investigation or notice of litigation.

The State can also manually purge messages from the archive.

4.0.2.5.15 (DR) Ability to extract archived data to an XML file that contains human-readable elements, attributes, and pointers, while retaining necessary context (sender, recipient, date).

Google & SADA Systems:

Supported.

Administrators with the appropriate privileges can export individually selected or all messages in their search results, along with any file attachments, to an MBOX file.

- **MBOX is an industry-standard mailbox format that stores one or more exported messages in a single text file. MBOX files are compatible with many email programs, text editors, and litigation support software, and can be converted to XML using third-party utilities such as Aid4Mail (www.aid4mail.com)**

4.0.2.5.16 (DR) Ability for users to view email filtered by the state.

Google & SADA Systems:

Supported.

The Message Security service detects spam by applying hundreds of rules to each message that passes through the data center. It can block obvious spam immediately, then divert more borderline spam to a Quarantine for later evaluation. From there, administrators or users can review the Quarantine for any legitimate messages that were falsely quarantined and need to be forwarded to the user's Inbox. Otherwise, spam is deleted automatically.

For each of the State's agencies, administrators can adjust the overall aggressiveness of filtering, filter specific categories of spam more aggressively, and choose a spam disposition. Some of these settings are made at the org level, and some for a Default User. Administrators can also adjust individual user's filtering, or allow users to do this themselves at the Message Center.

4.0.2.6 SOLUTION ADMINISTRATION

4.0.2.6.1 (M) Ability of the state to fully manage identity and user accounts.

Google & SADA Systems:

Supported.

Google provides three robust ways to manage identity and user account information. Administrators can manage user identity and account information directly in Google Apps or can continue to manage users in the organization's existing directory (LDAP) system and synchronize that with Google Apps using Google Apps Directory Sync (GADS).

- The Google Apps control panel provides a robust and simple-to-use interface to manage users, groups and organizations.
- GADS is a free graphical tool that you set up once which pushes account creations, modifications, deletions and suspensions from your LDAP system to Google so that the State does not have to manage two separate directories.
- Google makes a provisioning API available for application integration with the State's ERP or HR systems and other applications. For more information see:
  http://code.google.com/googleapps/domain/gdata_provisioning_api_v2.0_reference.html

SADA Systems is Google's go-to partner when it comes to managing identity and user accounts. Its unique solutions such as SADA Single Sign-On, AuthMagic for Google Apps and many others distinguish it as an authority in this area. SADA Systems is also the creator of the Open Source Provisioning Toolkit (later acquired by Google) in 2007 – the first and most widely used as illustrated here:

http://code.google.com/p/google-apps-provisioning-toolkit/downloads/list

4.0.2.6.2 (M) Ability to detect and reject SPAM email at the domain level.

Google & SADA Systems:

Supported.

Google provides the ability to reject SPAM before it reaches your domain through Google Message Security included with Google Message Discovery (GMD). It is designed to block unwanted traffic, such as viruses, spam and phishing attacks before it hits a customer's infrastructure. This is accomplished using Postini-powered technology with more than nine years of proven experience in this field. Because the message security service is hosted, actual detection and filtering of suspicious mail occurs at Google's data center, so unwanted traffic never hits your network.

An overview of the service architecture can be found at:

http://www.postini.com/webdocs/admin_ee_cu/arch_architecture.html

4.0.2.6.3 (M) Ability to provide anti-virus protection, including spyware.

Google & SADA Systems:

Supported.

GMD service blocks a wide range of email attacks at the connection level, filters spam and viruses, and can approve, block, or divert messages based on sender address or domain, origin IP address, attachment size or file type, text content, and more.

It does this without requiring you to install additional software or hardware. Instead, users incoming email is processed at our highly secure and reliable data center, before reaching your server. Within milliseconds, spam and viruses are separated from legitimate messages. Legitimate messages are delivered to recipients without delay, while suspicious messages are deleted, or sent to a quarantine, where they can be optionally reviewed or delivered to the user.

4.0.2.6.4 (M) Ability to integrate with internal applications using email, specifically using secure SMTP, IMAP, SOAP, POP3, etc.

Google & SADA Systems:

Supported.

Google supports integration with applications using each of these protocols.

Some business applications do heavily rely on email. That can be either by sending emails or polling for specific email messages to accomplish a given role. As part of the transition, SADA Systems can implement tools or alter existing internal applications to retain compatibility for the State of Utah applications with IMAP, SMTP, etc. SADA has experience doing such work (database applications with automated mail notifications via SMTP) for Kaiser Permanente and others.

4.0.2.6.5 (M) Ability to migrate all data to a successor solution provider.

Google & SADA Systems:

Supported.

There are many tools available for migrating data to a successor solution provider - both for an administrator-led migration as well as for a self-service model.

There is a robust and free Email Migration API, allowing administrators and users of Google Apps to migrate mail into or out of Gmail accounts. Google is also unique among solution providers in offering the "Google Data Liberation Front" with solutions provided by Google engineers to ensure that user data will always have the ability to be moved out of Google's systems.

SADA Systems has worked with the entire spectrum of the tools described above, as well as tools of its own design like the Site Copier. SADA has already applied this wealth of expertise in projects to migrate data to solution providers other than Google. Should this expertise ever become necessary, SADA will stand ready.

4.0.2.6.6 (M) Ability of the state to fully manage all accounts within the network, including, but not limited to addition, deletion, manipulation, suspension, and termination.

Google & SADA Systems:

Supported.

With Google Apps Directory Sync (GADS), the State can automatically provision, delete (terminate), modify, or suspend users, groups and non-employee contacts based on data in its existing directory server. GADS connects to your directory and synchronizes Google accounts to match your organizational schema. You can also synchronize rich user profile data like home/work/mobile phone numbers, addresses, job titles and more.

Other data sources can also be used to manage accounts in the proposed solution, such as databases, 3rd party LDAP implementations, or even custom-generated csv files. SADA Systems can link any data source with Google Apps for managing accounts, as well as groups and the Global Address List. The objective is to maintain any current process in place for managing users in order to limit any risk generated by the transition.

4.0.2.6.7 (M) View all calendars and appointments.

Google & SADA Systems:

Supported.

Calendars and appointments can be viewed via the native web interface, mobile clients such as Blackberry, iPhone and Android, POP/IMAP clients, and Microsoft Outlook.

4.0.2.6.8 (M) Mobile Web version of mail, contact, and calendar applications.

Google & SADA Systems:

Supported.

Google provides an optimized interface for both mobile and tablet-specific form-factors for mail, calendar, contacts (plus Google Docs). The interfaces are optimized for viewing and editing on small screens found on Android, iPhone/iPad, WindowsMobile, Palm, Nokia and other mobile devices. Additionally, Google uses aggressive caching to reduce latency and improve speed on limited bandwidth. Google has gone as far as to provide an iPad-specific, 2-pane interface for Gmail.

Mobile is an essential component of a cloud-solution and Google is proud to have the most robust functionality of any cloud vendor in this space.

4.0.2.6.9 (M) Migrate historical or user archives from the current proprietary format to the proposed solution for implementation.

Google & SADA Systems:

Supported.

Google Message Consolidation, powered by Postini, can help organizations prepare in advance by consolidating their historical data from back-up media into Google's online digital archive, Google Message Discovery, powered by Postini. This turn-key service maximizes the value of your online digital archive by simultaneously providing a seamless view of historical and new information in a unified, searchable repository. With the move to online digital archiving, many companies realize that consolidating historical information with recently archived data positions them to quickly and easily search and preserve relevant information, save time and money in the discovery process and avoid the risks of inadvertent evidence deletion.

This service is provide by Google partners and is priced separately as a service within this proposal.

4.0.2.6.10 (M) Ability to administer the solution in a distributed manner to different governmental entities.

Google & SADA Systems:

Supported.

Google Apps is web-based and provides distributed management capabilities that are more robust than on-premise solutions.

The administrative control panel can be used by administrators in a distributed fashion across regions. It is web-based, requiring only an internet connection and a web browser for access. Administration privileges may be delegated and distributed to different governmental entities across your domain. You can manage user accounts and email lists, customize the interface to your needs, and monitor activity statistics.

4.0.2.6.11 (M) Perform e-Discovery functions (search, retrieve, manipulate search results, etc.) on all accounts, and multiple mailboxes, within the State's domain.

Google & SADA Systems:

Supported.

Basic discovery capability such as the ability to search, retrieve and manipulate results on all accounts and multiple mailboxes is supported.

4.0.2.6.12 (M) Support for SyncML (Open Standard) for mobile device synchronization with ability to control Blackberry, iPhone, Android, and other such mobile/smart devices, with at a minimum calendar, contacts, and email functionality (e.g. Blackberry Enterprise Server (BES), ActiveSync, etc.).

Google & SADA Systems:

Supported.

Google Apps (Mail, Calendar, Contacts) has the ability to control, sync and interoperate with Android, Blackberry and ActiveSync devices (iPhone/iPad, Treo and others)

Capabilities include but are not limited to:

- **Over-the-air (OTA/Push) Email**
- **Calendar and Contacts sync**
- **Support for email attachments**
- **Device management (password rules, remote wipe)**

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For complete details on the protocols and features for mobile phones and Google Apps please see:

http://www.google.com/mobile/

4.0.2.6.14 (M) Ability to apply state defined administration polices in managing solution.

Google & SADA Systems:

Supported.

Google Apps provides the ability to apply administration policies at the domain, group, and user level.

- Email Communications: administrators can apply administrative policies for either individual users or groups of users to the Google Apps communication services. This includes policies such as email routing behavior, data retention policies for discovery, as well as email filtering.
- Collaboration Services: administrators can define policies that control users' ability to share collaborative services (Google Docs, Google Sites) information within the domain, as well as outside the domain.
- Service Availability: administrators can define, for individual users or groups of users, which component Google Apps services are available for use. New services can be rolled out to specific groups of users for evaluation and testing prior to the service being made available for all internal users.
- Mobile Device Management: mobile devices may also be managed through Google Apps, including the setting of policies around data encryption, password requirement and password strength, screen locking timeout following inactivity, and remote-wipe ability.

4.0.2.6.15 (M) Manage attachment size.

Google & SADA Systems:

Supported.

Google provides Attachment Manager to filter messages based on the size or file extension of any attachments. Each of several filters can have its own disposition, or method of processing filtered messages. For example, an organization can bounce messages whose attachments exceed 200 MB, centrally quarantine messages with attachments that are .exe files, and user quarantine attached image files. Attachment Manager can also send

notifications to administrators or users when messages are either bounced or redirected to an administrator's quarantine.

SADA Systems can also leverage custom attributes within the State of Utah's eDirectory system and Google Apps Directory Sync for Email Security (a Directory Synchronization service with Google Message Security) to enable more restrictive settings that can be applied at the user level to limit the attachment size or attachment types authorized.

4.0.2.6.16 (M) Ability to use a variety of domain names used within governmental entities as email extensions, *such as utahsenate.org.*

Google & SADA Systems:

Supported.

Google supports the ability to manage all or some of Utah's domains, subdomains and aliases through a single administrative console or alternately in separate control panels.

4.0.2.6.17 (DR) Ability to self provision safe lists and review and accept filtered messages.

Google & SADA Systems:

Supported.

Users can choose whether to approve or block specific senders, based on the sender's address or domain:

- Approved Senders List (Whitelist): Messages from approved senders are delivered to a user's Inbox, regardless of spam-like content.
- Approved Mailing List (Whitelist): Messages sent to users of mailing lists are approved to automatically bypass spam filters.
- Blocked Senders list (Blacklist): Messages from blocked senders are quarantined, regardless of content.

Users can safely review the content of messages in the Message Center, without risking harm to their computers, and accept them for delivery to their inbox, subject to administrative policies.

4.0.2.6.18 (DR) Setup mail routing.

Google & SADA Systems:

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Supported.

Google provides a number of ways to manage mail routing that are not available to traditional, on-premise solutions.

Google email Delivery Manager can:

- Configure dual, direct or split delivery to allow you to operate in multiple different email systems during migration
- Balance the load of message traffic across multiple email servers

Delivery Manager balances inbound message load across multiple email hosts, regardless of the email server's geographic location or operating system.

Dual Delivery is a setting in Delivery Manager that sends approved mail to the same user on multiple mail servers. When organizations set up Dual Delivery, the message security service will send approved mail to their primary mail server plus a second mail server that they specify.

4.0.2.6.19 (DR) Ability to filter email messages at the sub domain or user level.

Google & SADA Systems:

Supported.

Google Message Security supports "organizations" as a way of applying policies differentially across user populations. Sub domains can be associated with separate organizations to enforce separate filter policies, or policies can be applied to individual users.

In addition, users can control their own filter levels if this has been enabled by the administrator.

4.0.2.6.20 (DR) Support for Blackberry Synchronization without a BES server.

Google & SADA Systems:

Supported.

Google provides a native Blackberry App as well as support for non-BES Blackberry protocols such as HTTP/HTTPS, IMAP and POP to enable users to access their essential mail, calendar and contacts without a BES Server.

4.0.2.6.21 (DR) Ability to set automatic settings for auto archive, auto delete, etc.

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Google & SADA Systems:

Supported.

Google offers fully integrated options to enhance and extend its capabilities for legal compliance and retention via Google's Message Retention and Discovery products:

- Auto Archive: administrators can configure auto archiving for retention periods from 60 days to 10 years by organization
- Auto Delete: administrators can configure auto delete for end of the month in which their retention periods expire, or manually purge messages from the archive

In addition, administrators can, at any time, request:

- An extension to the retention period for any organization in the hierarchy
- A records hold, which temporarily halts automatic message deletion; this option may be useful during an investigation or notice of litigation

4.0.2.6.22 (DR) Review restricted email.

Google & SADA Systems:

Supported

Administrators have the ability to review the email of restricted users, subject to policy.

They can:

- Review and safely open quarantined messages for analysis
- Find messages based on sender, subject, or content
- Deliver legitimate messages to the user
- Deliver messages they want to review further to their own administrator account.
- Delete messages

4.0.2.6.23 (DR) Ability to synchronize email identities with identities that are managed in the State's authentication directory.

Google & SADA Systems:

Supported.

Google Apps' Directory Sync product is configured by an administrator to query the State's authentication directory (LDAP) system, and provision identities for users and groups. Once invoked from the scheduler, Directory Sync will use the predefined configuration information to connect to the customer directory, extract all relevant information from LDAP as per the defined filtering criteria, retrieve information from State's account, compare State's account data and LDAP data and prepares the list of update needed on Google/Postini account. Then it will make the necessary additions, updates and/or deletions in the Google account.

Through the use of SAML, Google can integrate with the State's desired authentication mechanism.

Depending on the level of complexity and customization to the State's environment required, SADA Systems can also provide the State of Utah with the User Account Provisioning tool, which has been used to synchronize over 100,000 accounts/domain/customer and can be entirely customizable to suit the State's needs. Like Google Apps' Directory Sync product, SADA's User Account Provisioning tool can synchronize against any LDAP system, and provision accounts for users.

4.0.2.6.24 (DR) Set email storage limits per user based on maximum storage limits that are set by the governmental entities.

Google & SADA Systems:

Supported.

One of the key advantages of Google's cloud architecture is that the State doesn't have to worry about capacity. Each user receives 25GB of email storage; actual storage usage can be monitored through the administrative panel or via API.

Google Message Discovery (GMD) comes with an unlimited amount of storage, so it is not necessary to manage your quota, but a retention policy may be set to satisfy the requirements of your organization. There is no extra charge for unlimited storage for GMD.

Storage limits, more commonly referred to as quotas, can also be implemented on user's Google Apps inboxes in increments of 1 GB. These custom storage limits can be managed by an LDAP directory such as the State of Utah's identity management system.

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4.0.2.6.25 (DR) Print historical, statistical, and usage reports locally.

Google & SADA Systems:

Supported.

Local printing is supported for all the listed reports.

The Google Message Security administrative interface provides reporting on email message traffic, traffic analysis, spam and virus traffic, as well as usage over time. The Google Apps core administrative interface provides the following reports:

Login Activity - Aggregate login activity and user-activity levels over 1-day, 7-day, and 30-day ranges.

Accounts - Contains a list of the customer's end-user accounts on a particular day.

Activity - Identifies the number of customer end-user accounts as well as the number of active and idle accounts over several different time periods.

Disk Space - Shows the amount of disk space used by a customer's mailboxes.

Quota Limit Accounts - Contains a list of the accounts that are approaching or have exceeded their disk space quota.

Email Clients - Identifies how the customer's end-users access their accounts on a day-by-day basis.

Summary - Contains the customer's total number of accounts, total mailbox storage usage and total mailbox quota.

Administrators can also download report data from the administrative interfaces, and import it into reporting or spreadsheet software for further analysis. Additionally, the Google Apps Reporting API allows administrators to programmatically access the above reporting.

4.0.2.6.26 (DR) Manage multiple separate Global Address Lists (GALs).

Google & SADA Systems:

Supported.

Google Apps domains have one GAL per domain. However, the Google Apps Directory Sync (GADS) tool and the APIs have the ability to integrate multiple State LDAP systems to provide consolidated GAL to end users.

With Google Apps Directory Sync, you can automatically provision users, groups and non-employee contacts based on the user data in any LDAP server. GADS supports LDAP servers such as Microsoft Active Directory and Novell eDirectory. Google Apps Directory Sync connects to your Google Apps directory and adds/deletes user accounts to match your existing organizational schema.

The Google Apps Directory Sync configuration wizard guides you through customizing your synchronization and mapping of your LDAP user list to your Google Apps users, nicknames, shared contacts and groups. You can also synchronize rich user profile data like home/work/mobile phone numbers, addresses and job titles. To manage your synchronization, you can perform test synchronizations, and configure change limits, notifications, and scheduled synchronizations.

For more information please see:
http://www.google.com/support/a/bin/answer.py?answer=106368

4.0.2.6.27 (DR) Prioritize email accounts.

Google & SADA Systems:

Supported.

With Google Message Security (GMS), email accounts can be prioritized by taking advantage of intelligent routing normal email flow in one route. In the other route, the Administrator can identify priority accounts. If a failure occurs, priority account emails will be spooled. When the email system is restored, the spooled email will automatically be released.

Additionally, at the user-level, Google provides an optional capability called Priority Inbox. Using sophisticated algorithms, Google is able to do relevancy weighting in each user's in box to determine the relative importance of each message received.

- Automatic sorting: Gmail uses a variety of signals to identify important email, including which messages users open and which they reply to.

This proposal valid for 180 days post January 25, 2011 submission.

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- Automatic sorting: Gmail uses a variety of signals to identify important email, including which messages users open and which they reply to.

- Sections keep the mailbox organized: incoming email gets separated into sections: important and unread, starred, and everything else. These sections can also be customized.
- Predictions improve over time: over time, Priority Inbox gets better at predicting what's important to the user.

4.0.2.6.28 (DR) Use of "white list", "blacklist", and aliases.

Google & SADA Systems:

Supported.

Users can choose whether to approve or block specific senders, based on the sender's address or domain:

- **Approved Senders List (Whitelist):** Messages from approved senders are delivered to a user's Inbox, regardless of spam-like content.
- **Approved Mailing List (Whitelist):** Messages sent to users of mailing lists are approved to automatically bypass spam filters.
- **Blocked Senders list (Blacklist):** Messages from blocked senders are quarantined, regardless of content.

User aliases are supported: all mail sent to an alias is automatically directed to the user's actual inbox.

4.0.2.6.29 (M) Ability for end users to "tag", "block", and "filter" incoming emails as spam.

Google & SADA Systems:

Supported.

Users may tag messages Spam or Not Spam. The more spam users mark, the better the system gets at weeding out those annoying messages. If a good message is inadvertently marked as spam, the user can reset its status.

Users can also define email filters.

4.0.2.7 INTEGRATION

4.0.2.7.1 (M) Application integration for applications that utilize email notifications.

Google & SADA Systems:

Supported.

Applications can send or receive email using standard POP3 or IMAP access to a Gmail account. Beyond this, Google Apps has a very extensive API set. There are both 3rd party applications pre-integrated (see the Google Apps Marketplace) as well as the ability to custom write applications within your organization. Please see the following URL for additional information:

http://code.google.com/googleapps/

SADA Systems would be able to provide its technical expertise leveraging APIs for the State and custom-develop applications that rely on email notifications. SADA can provide additional information on this topic based on the use cases and requirements from the State.

4.0.2.7.2 (M) Ability to manage Mobile Devices including security and provisioning for employee owned mobile devices.

Google & SADA Systems:

Supported.

Google Apps aims to provide users with seamless, more secure access to information regardless of location or device. Google Apps supports device management for the following devices: Android, ActiveSync (iPhone, iPad, Palm, Nokia, WindowsMobile) and BES-enabled Blackberry devices.

Google's controls enable administrators to help ensure corporate policy enforcement across a range of mobile devices. Administrators can manage their users' Android, iPhone, Nokia E series and Windows Mobile devices right from the Google Apps administrative control panel, without deploying any additional software or having to manage dedicated enterprise mobile servers.

Features include, but are not limited to:

- Remotely wipe all data from lost or stolen mobile devices
- Lock idle devices after a period of inactivity
- Require a device password on each phone
- Set minimum lengths for more secure passwords
- Require passwords to include letters, numbers and punctuation

Google Apps tightly integrate with BlackBerry Enterprise Server letting administrators manage BlackBerry access using the tools and policies with which they're already familiar.

Features include, but are not limited to:

This proposal valid for 180 days post January 25, 2011 submission.

- Administrators can use the management and security tools that are part of BlackBerry Enterprise Server.
- Support for key BlackBerry Enterprise Server features such as remote wipe and IT policy administration.
- Support for BlackBerry Enterprise Server 5.0.2.
- Support for BlackBerry Enterprise Server Express

4.0.2.7.3 (M) Ability to instantly search address lists while addressing emails and appointments.

Google & SADA Systems:

Supported.

Google provides the ability to search addresses lists while addressing emails and calendar appointments. Additionally, Google provides search-as-you-type or auto-complete GAL capability across the entire suite of Google Apps.

4.0.2.7.4 (DR) Infrastructure devices that utilize email notifications.

Google & SADA Systems:

Supported.

Google Message Security and Google Message Discovery can accept email notifications from any SMTP compliant application registered on the system. Communications to Google's servers can be performed either via clear text or TLS encrypted communications. Hence this equipment will benefit from Google's added services such as outbound protection (spam, virus) and legal discovery over items sent from any of these devices.

For security and/or capability reasons, the State may elect to deploy an on-premise relay server to ensure that all communications sent to Google Message Security will be performed over an encrypted channel.

4.0.2.7.5 (DR) Documented information and availability of email APIs for integration with other services (e.g. Salesforce contacts, calendaring, and tasks.).

Google & SADA Systems:

Supported.

Google Apps supports APIs for integration into other services via the Contextual Gadgets API, based on the OpenSocial specification.

There are two types of plug-ins: default and custom. The former comes with the system and the latter allow customers to design or purchase their own gadgets for integration with existing systems. Google Apps customers have integrated Sales Force with Google Apps using this technology.

Some of the context-aware plug-ins included with Google Apps are:

- Addresses, Packages, and other links: when users open a message that lists an address or package tracking number, Gmail displays links to maps and directions, or the package's delivery status.
- Add to calendar: Gmail displays an "add to calendar" link when users open a message that contains event information.
- Map: Gmail automatically detects street addresses and presents a link to Google Maps for users' convenience.
- Preview or Create a Document: allows users to preview a Google Doc inline or create a Google Document directly from an email conversation
- Previews for common sites : presents an inline preview for common websites such as: Yelp, Picasa, Flickr and YouTube

Third party gadgets are available for integration with Salesforce.com.

Google Apps also supports mail APIs to allow third-party applications to send and retrieve Google Apps mail and provide administrative configuration.

For documentation on these APIs, see:

- http://code.google.com/apis/gmail/gadgets/contextual/
- http://code.google.com/googleapps/domain/email_settings/develop ers_guide_protocol.html
- http://code.google.com/appengine/docs/java/mail/overview.html

4.0.2.7.6 (DR) Support for directory protocols such as S.DS.P, LDAP, X.500, etc.

Google & SADA Systems:

Supported.

Google Apps Directory Sync [GADS] (provided at no additional cost) enables automatic provisioning of users, groups and non-employee contacts based on the user data in your LDAP server, such as Microsoft Active Directory or Lotus Domino.

SADA Systems offers the ability to work with all directory protocols. Specifically, SADA has built our own user and group provisioning sync tools in 2007 before GADS was released and still use it when customization of source code is required due to unique attributes in a client's AD. A few examples of clients we have done such work for would be the World Wildlife Fund, Cornerstone University as well as Marshall Independent School District.

4.0.2.8 TRAINING

4.0.2.8.1 (M) Availability of Online training documentation, and other contextual help resources for end users.

Google & SADA Systems:

Supported.

In addition to the publically available library of documentation around Google Apps readily available on the internet, our Training team has a variety of materials to employ in the curriculum customization for the State based on a needs analysis to be conducted prior to training.

4.0.2.8.3 (M) Defined processes and curriculum for training the trainer.

Google & SADA Systems:

Supported.

As we did for the County of Multnomah and the City of Los Angeles and its 30,000 users we recommend leveraging the Google Guides concept for a Train the Trainer approach. This approach is a peer-to-peer support methodology. To run this program, SADA will help the State deploy Google Apps to a representative group of users before your larger rollout, and provide them with extensive training and support on using the new services. As "newly minted" experts in Google Apps, these users will serve as your first line of support as you roll out Google Apps to the rest of your organization.

How do organizations find these users and get them trained and ready to support their rollout?

First, we provide an easy-to-customize email template you can use to recruit your Google Guides. As for the training, we can provide a variety of documentation and eLearning resources on the site that will help your guides quickly get up to speed with Google Apps. We are also adept at facilitating on-site classroom style lessons customized for audience, scope, and job function.

4.0.2.8.4 (DR) Availability of in-person training from the respondent.

Google & SADA Systems:

Supported.

At SADA Systems we have the appropriate staff to provide onsite training and do so regularly for our clients who desire live classroom sessions.

4.0.2.9 INSTANT MESSAGING (IM)

4.0.2.9.1 (M) Internal (limited to State of Utah domains) Instant Messaging.

Google & SADA Systems:

Supported.

Google chat supports the ability to restrict chat to users in its domain. In addition to restricting IM use to internal users, administrators may disable IM.

4.0.2.9.2 (M) External (cross domain, including non-state domains) Instant Messaging.

Google & SADA Systems:

Supported.

Google chat supports the ability to chat across internal and external domains with State- or non-State domain participants.

4.0.2.9.3 (M) Support for IM user status and availability.

Google & SADA Systems:

Supported.

Status, or presence information by user, is available across the Google Apps suite.

4.0.2.9.4 (M) Ability to use respondent IM solution on desktop and mobile devices.

Google & SADA Systems:

Supported.

By default, status or presence is accessible to almost every major chat client both on the desktop and on mobile platforms, including but not limited to: Google Talk, Adium, Pidgin, iChat, Kopete, Miranda, Psi and Trillian.

4.0.2.9.5 (DR) Support for Extensible Messaging Protocol Clients (XMPP).

Google & SADA Systems:

Supported.

Google's mission is to make the world's information universally accessible and useful. Google Talk, which enables users to instantly communicate with friends, family, and colleagues via voice calls and instant messaging, reflects our belief that communications should be accessible and useful as well. We're committed to open communications standards, and want to offer Google Talk users and users of other service providers alike the flexibility to choose which clients, service providers, and platforms they use for their communication needs. In addition to the Google Talk client, there are many other clients out there that provide a great communications experience. We believe users should have choice in which clients they use to connect to the Google Talk service and we want to encourage the developer community to create new and innovative applications that leverage our service. To enable this, Google Talk uses the standard XMPP protocol for authentication, presence, and messaging. Any client that supports Jabber/XMPP can connect to the Google Talk service.

4.0.2.9.6 (DR) Audio and video communication with internal and external users.

Google & SADA Systems:

Supported.

Google Talk provides traditional, text-based chat, voice chat, video chat, sms and in the near future free phone dialing from the US to the US and Canada with ultra-low cost dialing for international calls. Instant messaging works with internal and external users, as well as optionally, through the AOL IM network. There are a number of instant messaging gateways available on the market place that make it possible to federate with virtually any instant messaging network.

4.0.2.9.7 (DR) Availability of user tracking options such as presence and/or the ability to proxy IM status.

Google & SADA Systems:

Sep 19, 2011 4:48:31 PM MDT   BidSync, LLC   p. 908

Supported.

Presence available and through the API, you could optionally proxy IM status to other applications.

4.0.2.9.8 (DR) Support for dragging and dropping files.

Google & SADA Systems:

Supported.

You may drag and drop files into and out of the Google Talk client.

4.0.2.9.9 (DR) Ability to archive and extract content and metadata associated with IM messages.

Google & SADA Systems:

Supported.

IM's are stored, at your administrator's option, along with emails in the user-archive. They are then available for search and include original metadata such as users in the chat session, size, date and time sent.

4.0.2.9.10 (DR) Specify how instant message content is retained and if saving IM content can be designated for non-retention by the State.

Google & SADA Systems:

Supported.

Google Apps Gmail supports the ability to optionally retain IM's at the election of the administrator. They are stored with the user's email, in the user's archive. The administrator may optionally designate that IM's are not retained by keeping chat sessions off the record.

4.0.2.9.11 (DR) Ability to share screens.

Google & SADA Systems:

Supported.

Screen sharing is currently supported between users of Google Docs within Docs, Presentations, Drawings and Spreadsheets.

4.0.2.9.12 (DR) Ability to create secure static chat rooms.

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Google & SADA Systems:

Supported.

All IM content including chat rooms for multiple users are shared over a secure, TLS-based session, supported and given the same protection.

4.0.2.9.13 (DR) Ability for a user to join a chat initiated by a user, or with chat invitations.

Google & SADA Systems:

Supported.

4.0.2.9.14 (DR) Ability to perform ediscovery actions on IMs

Google & SADA Systems:

Supported.

The Google Apps Audit API allows Google Apps administrators to audit a user's email, email drafts, and archived chats. In addition, a domain administrator can retrieve account login information and download a user's mailbox. All chat/IM conversations are recorded via email which is ediscoverable.

4.0.2.10 COMMUNICATION and GATEWAY SERVICES

4.0.2.10.1 (M) Ability for Gateway (relay) to provide alerts and notification if service is compromised.

Google & SADA Systems:

Supported.

The Google Apps Status Dashboard provides information on service disruptions and outages as well as additional information, where applicable, by service type (e.g. mail, calendar).

Organizations can subscribe to notifications via an RSS feed.

For Google Apps customers, our recovery point objective (RPO) design target is zero, and our recovery time objective (RTO) design target is instant failover. Gmail, Google Calendar, Google Talk, Google Groups, Google Docs and Google Sites have a 99.9% uptime guarantee, and our actual reliability has been significantly higher than this commitment.

4.0.2.10.2 (M) Ability for Gateway (relay) to provide bandwidth guarantee.

Google & SADA Systems:

Supported.

Google's dedicated global data network has multiple nodes in the US, and its cold-potato model ensures that once a packet hits the network it remains on the network as long as possible. Organizations will typically see the highest level of service for their Google services even when other areas of the internet are experiencing issues.

4.0.2.10.3 (M) Ability for Gateway (relay) to restrict size and attachments.

Google & SADA Systems:

Supported.

Google/Postini's attachment manager allows you to control the size of inbound and outbound message attachments. Use Attachment Manager to filter messages based on the size or file extension of any attachments. Each of several filters can have its own disposition, or method of processing filtered messages. For example, you can bounce messages whose attachments exceed 200 MB, centrally quarantine messages with attachments that are .exe files, and you can user quarantine attached image files.

Attachment Manager can also send notifications to administrators or users when messages are either bounced or redirected to an administrator's quarantine.

4.0.2.10.4 (M) Ability for Gateway (relay) to provide authorization levels.

Google & SADA Systems:

Supported.

Administrators have access to the Administration Console where users and organizations are managed. Each administrator must have a user account and assigned privileges to access organizations. Administrator privileges are assigned by creating an authorization record. The authorization record doesn't need to be in the same organization as the administrator -- the authorization record can be anywhere in the organization hierarchy. In addition, an administrator can have multiple authorization records with different privileges assigned to various organizations throughout the

hierarchy. The privileges are automatically propagated down the hierarchy. When an authorization record is created for an administrator in an organization, the administrator has privileges for that organization and all of its sub-organizations

4.0.2.10.5 (M) Ability for Gateway (relay) services to restrict sending functions by domains, sub domains, users, or IP ranges.

Google & SADA Systems:

Supported

Content Manager scans email messages for specific content words, phrases, or text patterns and then takes an action on any messages that contain that content. For example, you can set up Content Manager to quarantine any inbound message that contains specific text in its subject line. Use Content Manager to help secure your network, enforce email content policies, prevent leakage of proprietary information, and protect private information.

To use Content Manager, you must first configure it for one or more organizations in your organization hierarchy. You can then do either of the following:

- Create custom content filters to specify the content to scan for
- Set up content compliance policies, which include comprehensive, predefined content filters

Two versions of Content Manager are available:

- Inbound Content Manager: Scans email messages sent to your users from outside your network. Inbound Content Manager is included with most service packages.
- Outbound Content Manager: Scans messages that your users send to others outside your network.

Additionally, admins can create policies that limit the ability for some users to send or receive email with the world at large. Admins can define a whitelist of domains or addresses that are approved for communication and specify the relevant users that should be limited by that policy. For example, schools are able to restrict a student organizations ability to send and receive email within the district's domain while faculty and staff can send and receive mail to anyone on the Internet.

4.0.2.10.6 (M) Ability for Gateway (relay) services to prioritize based on domains, sub domains, users, or IP ranges.

Google & SADA Systems:

Supported

You can divide them into groups called organizations (or orgs, for short). An org can be configured to give its users specific services or management control, such as a support address, email policy, or administrator.

You can also create sub-organizations (or sub-orgs) below an org, to create a finer level of control within a larger group. The resulting hierarchy is called your organization hierarchy.

There are three types of organizations:

- Account organization, which resides at the top of the hierarchy and is used for billing.
- Email server configuration is where you map the email security service to your email server, set up failover and load balancing, set up spooling, turn on attack blocking, and manually block or allow traffic from an IP address.
- User organization, are where you add users that should receive email protection, and also where you add their domains. Each org can be configured to provide its users with specific services, filter settings, administrators, and other policies. Placing users in an org applies its settings to those users. Changing a setting applies the change to the entire org. By grouping users in organizations, it's easy to manage users based on their geographical location, role in the company, service level, filtering needs, and so on.

4.0.2.10.7 (DR) Ability to translate electronic communication, including conversion of audio voice mail to text.

Google & SADA Systems:

Supported.

Google Apps (Gmail, Docs, Spreadsheets, Google Voice), include the ability to translate electronic communication from any one of 52 languages. Google Voice converts audio from voice mail messages to text.

4.0.2.11 SECURITY

4.0.2.11.1 (M) Meets FISMA Moderate Level Certification.

Google & SADA Systems:

Supported.

Obtaining Federal Information Security Management Act (FISMA) certification & accreditation for Google Apps is critical to our US federal government customers, who must comply with FISMA by law. All customers, both public and private sector, benefit from this governmental review and certification of our security controls.

Google is the first in the industry to complete FISMA certification for a multi-tenant cloud application. Google Apps has received an authority to operate at the FISMA-Moderate level; an independent auditor assessed the level of operational risk as Low. Google's FISMA documentation is available for review by interested agencies. This enables agencies to compare the security of Google Apps to that of existing systems.

Google Apps for Government provides segregated systems for our US government customers. Government customer data is stored in the US only. This "community cloud" as defined by the National Institute of Standards and Technology is available now to any federal, state or local government in the United States.

4.0.2.11.2 (M) Provide and describe the physical security controls for each Respondent data center and for equipment within the associated data centers.

Google & SADA Systems:

Supported.

The following is a general description of Google's various data center environments and efforts to ensure physical security in these environments.

Physical Security Staffing.

Google maintains a security organization responsible for all data center security functions 24 hours a day, 7 days a week. The security organization monitors Closed Circuit TV (CCTV) cameras and all alarm systems. Internal and external patrols of the data center are performed regularly. The data centers are housed in facilities that require electronic key access, with alarms that are linked to guard stations or Google's main physical security center.

Physical Security Devices.

Data centers employ electronic card key access control system that are linked to a system alarm. Access to perimeter doors, shipping and receiving, and other critical areas is logged, including unauthorized activity. Failed access

attempts are logged by the access control system and investigated as appropriate. Authorized access throughout the business operations and data centers is restricted based on an individual's job responsibilities. The fire doors at the data centers are alarmed and can only be opened from the inside. CCTV cameras are in operation both inside and outside the data centers. The positioning of the cameras has been designed to help cover strategic areas including, among others, the perimeter, doors to the data center building, and shipping/receiving. Security operations personnel manage the CCTV monitoring, recording and control equipment. Cameras record on site via digital video recorders 24 hours a day, 7 days a week. The surveillance records are retained for up to 90 days based on activity.

The following environmental controls are incorporated into the design of each of Google's data centers:

- Internal and remote temperature and humidity control and monitoring
- Smoke detection alarm
- Transient voltage surge suppression and grounding
- Redundant and backup power systems
- Water redundancy or local water reservoirs (for cooling)

Environmental Safeguards & Redundancy.

Google's data centers are designed for resiliency and redundancy. The redundancy is intended to minimize the impact of common equipment failures and environmental risks. Infrastructure systems have been designed to eliminate single points of failure. Dual circuits, switches, networks or other necessary devices help provide this redundancy. Critical facilities infrastructure at the data centers have been designed to be robust, fault tolerant and concurrently maintainable. Preventative and corrective maintenance is designed to be performed without interruption of services. Environmental equipment and facilities have documented preventative maintenance procedures that detail the procedure and frequency of performance in accordance with the manufacturer's or internal specifications. Preventative and corrective maintenance of the Google data center equipment is scheduled through a standard change process.

Power.

The data center electrical power systems are designed to be redundant and maintainable without impact to continuous operations, 24 hours a day, and 7 days a week. In some cases, a primary as well as an alternate power source, is provided for every critical infrastructure component in the data center. This

redundancy begins with dual utility power feeds, primary and alternate, to parallel utility switchboards sized so that anyone can provide power to the entire facility. The output power is routed to supply building loads including uninterruptible power supplies (UPS), building and mechanical services, and heating, ventilation and air conditioning systems.

Backup power is provided by various mechanisms including, but not limited to UPS batteries. Backup power is designed to supply consistently reliable power protection during utility brownouts, blackouts, over voltage, under voltage, and out-of-tolerance frequency conditions. If utility power is interrupted for any reason, backup power is designed to provide transitory power until the diesel generator systems take over. In the event of unavailability of both electrical utility and diesel generators, backup power can provide emergency electrical power to run the datacenter at full capacity for up to 10 minutes.

Diesel engine generators are in place to provide power to critical equipment and customer loads. The generators are capable of providing enough emergency electrical power to run the data center at full capacity typically for a period of days. These generators automatically startup and are able to provide power within seconds in the event of a power outage.

4.0.2.11.3 (M) Disclose physical data center locations that will be used for State data to meet external audit requirements.

Google & SADA Systems:

Not supported, but meet the material intent of the question through 3rd Party onsite audits.

Government customer data is stored in the US only. Under strict NDA and with the appropriate internal approvals, Google can share this data center information with the State.

Given the size, scope and distributed nature of Google infrastructure and operations, it is not feasible to grant onsite audit rights to our clients: Google has hundreds of state and local government clients alone. Google restricts access to the data centers on a need to know basis. Google has taken the approach of having an independent third party auditing and accreditation review and sharing these audit results with its customers. In this manner, we can provide the State with the concrete assurance of data center security compliance that is the intended outcome of the request. In fact, since requests from other clients are also given the same response, it is our

assertion that this approach actually enhances the security of Google Apps and is in the State's best interest as a potential Google Apps client.

Google is the first in the industry to complete FISMA certification and accreditation for a multi-tenant cloud application. Google Apps has received an authority to operate at the FISMA-Moderate level; an independent auditor assessed the level of operational risk as Low. Google's FISMA documentation is available for review by interested agencies. This enables agencies to compare the security of Google Apps to that of existing systems.

Google has obtained SAS 70 Type II audit for the Google Apps. An independent external auditor reviews the confidentiality, integrity and availability controls that are in place for Google Apps A copy of the report can be made available for the State to review. This means that an independent auditor has examined the controls protecting the data in Google Apps (including logical security, privacy, Data Center security, etc) and provided assurance that these controls are in place and operating effectively.

More information on security in Google Apps is available here:

http://googleenterprise.blogspot.com/2010/06/security-first-protecting-your-data_04.html

4.0.2.11.4 (M) Ability for the state to perform onsite audits of respondent data center hosting facilities to ensure security compliance.

Google & SADA Systems:

Not supported, but meet the material intent of the question through 3rd Party onsite audits.

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More information on security in Google Apps is available here:

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4.0.2.11.5 (M) Provide and describe the logical security controls for each Respondent data centers and for equipment within the associated data centers.

Google & SADA Systems:

Supported.

Google applications run in a multi-tenant, distributed environment. This means that rather than segregating each customer's data onto a single machine or set of machines, data from all Google customers (consumers, business, and even Google's own data) is distributed amongst a shared infrastructure composed of tens of thousands of homogeneous machines.

Data is then stored in a large distributed database. Data is chunked and replicated over multiple systems, so that no one system is a single point of failure. To compromise Google's data, a malicious individual or hacker would need to know the specific systems that house the target data and would need to attack all of them to compromise a single user's information. There are "virtual" firewalls protecting users data from other user's and their data. A user has to authenticate to unlock their access to their data.

More information on security in Google Apps is available here:

http://googleenterprise.blogspot.com/2010/06/security-first-protecting-your-data_04.html

http://www.google.com/a/help/intl/en/admins/pdf/ds_gsa_apps_whitepaper_0207.pdf

http://www.google.com/apps/intl/en/business/infrastructure_security.html

4.0.2.11.6 (M) Indicate the methodology and frequency in which you audit your physical and logical security.

Google & SADA Systems:

Supported.

Google conducts 3rd party security penetration tests and can share those result with the client, if the client wants to come to Mountain View to view those reports in person. Google uses a number of well-known third-party tools to scan its external perimeter on a quarterly basis for network vulnerabilities and configuration errors. Additionally these tools are used internally on systems containing highly sensitive information. Furthermore, Google undergoes yearly a third-party penetration test, by a qualified vendor, for both its external networks and financial-related applications.

Google is the first in the industry to complete FISMA certification for a multi-tenant cloud application. Google Apps has received an authority to operate at the FISMA-Moderate level; an independent auditor assessed the level of operational risk as Low. Google's FISMA documentation is available for review by interested agencies.This enables agencies to compare the security of Google Apps to that of existing systems.

Google has obtained SAS 70 Type II audit for the Google Apps. Google typically hire an external auditor every year to review the confidentiality, integrity and availability controls that are in place for Google Apps A copy of the report can be made available for the client to review. This means that an independent auditor has examined the controls protecting the data in Google Apps (including logical security, privacy, Data Center security, etc) and provided assurance that these controls are in place and operating effectively.

More information on security in Google Apps is available here:

http://googleenterprise.blogspot.com/2010/06/security-first-protecting-your-data_04.html

http://www.google.com/a/help/intl/en/admins/pdf/ds_gsa_apps_whitepaper_0207.pdf

http://www.google.com/apps/intl/en/business/infrastructure_security.html

4.0.2.11.7 (M) Ability to provide accessibility and security of email records during their entire storage period with the hosted environment.

Google & SADA Systems:

Supported.

The Message Discovery application supports various roles which can be described as:

Auditor: Reviews the search and export activity of investigators. Data cannot be retrieved from the data store without triggering an audit log entry.

Investigator: Queries the archive and reviews/exports data; saves search criteria and results; manages collections of data called "investigations"

System Administrator: Manages the user registration and enables/disables archiving for groups of users. (No visibility to user data)

User: searches for messages which they have personally sent or received. (Visibility to only their personal messages)

To access Message Archiving, you must have a user account on your Message.

Security service with at least one of the following privileges in your authorization record:

- The Archive Search privilege, which gives you access to:
    - The Search tab (all editions) to search for, view, and export messages in
    - your corporate archive.
    - The Reports tab to run the Storage reports.

Archive Search is also required to enable the Archive Discovery privilege.

- The Archive Discovery privilege, which gives you access to:
    - The Discovery tab. The Discovery tab provides all the functionality of the Search tab, and also lets you manage investigations of your archive. With investigations you can save search criteria and results, set retentions periods for search results, and export search results to MBOX and PST files.
    - The Storage reports on the Reports tab.

Archive Discovery requires that you also have Archive Search.

This proposal valid for 180 days post January 25, 2011 submission.

- The Archive Retention privilege, which gives you access to:
  - ○ The Retention tab to purge messages from the archive.
  - ○ The Purge History report on the Reports tab.
  - ○ The Archive Audit privilege, which gives you access to the audit reports on the Reports tab.
  - ○ The Archive Investigator Security privilege, which gives you access to the Admin tab and the ability to restrict searches.

4.0.2.11.8 (M) Password policy enforcement by groups or domains.

Google & SADA Systems:

Supported.

Google Apps provides administrators with password policy controls. In general, administrators choose to utilize their existing infrastructure and integrate Google Apps with existing Directory Services (e.g. LDAP, Active Directory, etc.) and Single-Sign-On systems supporting the SAML protocol. This enables administrators to maintain their existing password enforcement policies. The Google Apps Directory Sync tool can be used to synchronize all user account information, including passwords, between an existing LDAP services and Google Apps.

4.0.2.11.9 (M) Provide your background vetting process for employees and contractors.

Google & SADA Systems:

Supported.

Google follows a formal process for both the hiring and termination of all personnel.

Google employees are required to conduct themselves in a manner consistent with the company's guidelines regarding confidentiality, business ethics, appropriate usage, and professional standards. Where local labor law or statutory regulations permit, Google may conduct criminal, credit, and/or security checks on all potential employees. At a minimum, these practices include verification of an individual's education and previous employment as well as a reference check. The specifics or extent of background checks performed is dependent on the position for which the individual is applying.

The full Google Code of Conduct is here:

http://investor.google.com/corporate/code-of-conduct.html

4.0.2.11.10 (M) Describe any encryption capabilities provided including the support of transport layer security and at rest encryption.

Google & SADA Systems:

Supported.

Google Apps for Government is protected by default via Hypertext Transfer Protocol Secure (HTTPS) for services such as Gmail, Docs, Calendar, Sites, etc.

With policy-enforced Transfer Layer Security (TLS) for Simple Mail Transfer Protocol (SMTP), administrators can set up policies designed for securely sending and receiving mail between specific domains. For example, an administrator could specify that all external mail sent by their accounting team members to their bank must be secured with TLS Ñ or deferred if TLS is not possible. Similarly, an administrator could mandate a secure TLS connection between their domain and their outside legal counsel, auditors, or any other partners with whom employees may trade sensitive communications.

In addition, Google Apps for Government supports secure email delivery via a Google Message Encryption.

Data at rest is chunked and replicated over multiple systems. Data chunks are given random file names and are not stored in clear text so they are not humanly readable.

4.0.2.11.11 (M) Restrict visibility of documents to specific users or groups.

Google & SADA Systems:

Supported.

You can share your docs with as many or as few people as you like -- and it's all under your control. But now, you can assign a visibility option to a doc in just one step. There are three different visibility options: private; anyone with the link; and public on the web. You can see how your doc is set by looking at the icon right next to its title. All documents start out as private. When you create a private doc, you are the only person with access to it. And from there, you can grant access to other people. Anyone trying to access the document will have to sign in to their Google Account to verify that they have access to the doc.

4.0.2.11.12 (M) Provide your standard operating procedures for the creation and administration of user accounts.

Google & SADA Systems:

Supported.

Google follows a formal process to grant or revoke access to resources. LDAP (Lightweight Directory Access Protocol), Kerberos, and a Google proprietary system that utilizes RSA encryption keys provide secure and flexible account access mechanisms. These mechanisms help grant only approved access rights to systems and data. To help ensure appropriate account usage, Google requires the use of unique user IDs, strong passwords, and carefully monitored access lists for all employees.

Access to sensitive information is controlled through authorization and authentication technologies, ensuring that only those specifically authorized to view, update, or delete data can do so. This access must be approved by the appropriate data owner, manager, or other executives, as dictated by Google's security policies. Access rights and levels are based on the employee's job function and role, using the concepts of least-privilege and need-to-know to ensure that access is commensurate with defined responsibilities. Approvals are managed by workflow tools that maintain audit records of all changes.

Where passwords are employed for authentication (e.g., login to workstations), they must adhere to Google's standard password policies, including password expiration, restrictions on password reuse, and sufficient password strength.

Google's policy is to log administrative access to every Google production system. These logs are reviewed by Google security staff on an as-needed basis.

4.0.2.11.13 (M) What is your standard operating procedure for new hire and termination of your employees with regard to physical and logical security.

Google & SADA Systems:

Supported.

Google follows a formal process for both the hiring and termination of all personnel.

Google employees are required to conduct themselves in a manner consistent with the company's guidelines regarding confidentiality, business ethics, appropriate usage, and professional standards. Where local labor law or statutory regulations permit, Google may conduct criminal, credit, and/or

security checks on all potential employees. At a minimum, these practices include verification of an individuals education and previous employment as well as a reference check. The specifics or extent of background checks performed is dependent on the position for which the individual is applying.

The full Google Code of Conduct is here:

http://investor.google.com/corporate/code-of-conduct.html

4.0.2.11.14 (M) Provide your standard operating procedure for allowing authorized customer representatives and/or agents access to the data center facility.

Google & SADA Systems:

Not supported, as physical client access to Google data centers is unnecessary and against Google's active Security Policy.

Functionally, Google Apps is architected so that physical access to any Data Center is not required for any management task. The redundancy, scalability and service model of Google infrastructure makes this completely unnecessary. Google Apps and Google's security and compliance products provide secure, web-based administrative interfaces which enable management functions. Furthermore, Google tools and secure APIs are available to automate a wide range of administrative tasks.

Google takes Data Center security very seriously and physical access to Google facilities by non-Google outside personnel is kept to an absolute minimum; in the Government sector alone, there are hundreds of customers using Google apps, and hundreds of thousands of government employees.

For further information on Google's security infrastructure, see http://www.google.com/apps/intl/en/business/infrastructure_security.html

4.0.2.11.15 (M) Provide your standard operating procedure for allowing authorized customer representatives and/or agents remote access to the computing facilities.

Google & SADA Systems:

Supported.

Google Apps and Google's security and compliance products provide secure, web-based administrative interfaces which enable management functions. Furthermore, Google tools and secure APIs are available to automate a wide range of administrative tasks.

Designated State employees who have administrative access to the State's Google Apps system can access State data by 1) taking over an individual user's Google Apps account 2) Using the secure Google Apps APIs to access specific pieces of data.

Also, the Google Message Discovery (GMD) application supports various roles which can be described as:

- **Auditor:** Reviews the search and export activity of investigators. Data cannot be retrieved from the data store without triggering an audit log entry.
- **Investigator:** Queries the archive and reviews/exports data; saves search criteria and results; manages collections of data called "investigations."
- **System Administrator:** Manages the user registration and enables/disables archiving for groups of users. (No visibility to user data)
- **User:** searches for messages which they have personally sent or received. (Visibility to only their personal messages)

For further information on Google's security infrastructure, see http://www.google.com/apps/intl/en/business/infrastructure_security.html

4.0.2.11.16 (M) Multi-tenant environment restricted to government entities only.

Google & SADA Systems:

Supported.

Google Apps for Government provides segregated systems for our US public sector customers. Government customer data is stored in the US only. This "community cloud" - as defined by the National Institute of Standards and Technology - is available now and restricted to federal, state and local governments in the United States.

4.0.2.11.17 (M) Explain any security risks associated with a multi-tenant server model and provide potential mitigation strategies.

Google & SADA Systems:

Supported.

Google applications run in a multi-tenant, distributed environment. This means that rather than segregating each customer's data onto a single machine or set of machines, data from all Google customers (consumers,

business, and even Google's own data) is distributed amongst a shared infrastructure composed of tens of thousands of homogeneous machines.

Data is then stored in a large distributed database. Data is chunked and replicated over multiple systems, so that no one system is a single point of failure. There are "virtual" firewalls protecting one users from another user's data. A user has to authenticate to unlock their access to their data. Data from one domain is not available via another domain. To compromise Google's data, a malicious individual or hacker would need to know the specific systems that house the target data and would need to attack all of them to compromise a single user's information.

Google believes its security model is much more secure than traditional, on-premise based systems for these reasons.

More information on security in Google Apps is available here:

http://googleenterprise.blogspot.com/2010/06/security-first-protecting-your-data_04.html

http://www.google.com/a/help/intl/en/admins/pdf/ds_gsa_apps_whitepaper_0207.pdf

http://www.google.com/apps/intl/en/business/infrastructure_security.html

4.0.2.11.18 (M) Explain the steps needed, and costs associated, with allowing applications to utilize email services.

Google & SADA Systems:

Supported.

Client can set up a mail server as an SMTP relay to enable applications and equipment such as fax, scanner or printer to utilize email services. Cost varies depending on implementation approach.

4.0.2.11.19 (M) Provide and describe spam, virus and Message Transfer Agent capabilities including capabilities for DoS protection, dictionary harvest protection, fraud protection, quarantine provisioning, content filtering, inbound email filtering services, and outbound filtering services.

Google & SADA Systems:

Supported.

Google/Postini's managed email security service provides Email Threat Prevention, Email Compliance and Email Management functionality.

Threat Prevention

As a pre-emptive email security service that sits between the Internet and our customer's email gateway, Postini prevents email threats from ever reaching your network. Postini is a recognized leader in effectively stopping spam, phishing, viruses, directory harvest attacks and other email threats through its patented, multi-layer technology. No other vendor provides such wide scope and in-depth protection from email intrusions.

Anti-Spam

Postini is proven to be one of the most effective solutions for eliminating spam.

Anti-Virus

Google/Postini consistently demonstrates superior anti-virus capabilities, blocking billions of virus infected emails every year. Google/Postini's multi-layer antivirus protection coupled with its patented preEMPT technology protects your email system from the initial outbreak of a virus---its zero hour---until an antiviral signature is available. Thus, Google/Postini prevents viruses from ever getting inside your network.

Anti-Phishing

Google/Postini blocks phishing attacks by applying several hundred spam filtering rules targeted specifically at phishing techniques. Google/Postini routinely blocks more than 400,000 phishing attempts each day.

DHA Prevention

Directory Harvest Attacks not only lead and fuel spam attacks, they sap mail server performance and affect quality of service. Google/Postini's Connection Manager performs real time inspection of every IP address that connects to its service. Patented IP analysis based on more than two-dozen variables that determine if the "behavior" of the message exhibits the characteristics of a DHA, spam, or virus, enables Google/Postini to block connections without seeing the actual message. Processing more than 500 million inbound SMTP connections every day from 10-15 million distinct IP addresses, Google/Postini currently blocks more than half of SMTP connections and then applies rigorous content filtering for the balance of messages.

Policy Compliance

Google/Postini helps assure inbound and outbound content policy compliance concerning offensive language, preventing employees from sending proprietary content outside the organization, and prohibiting employees from using email for illegal and inappropriate purposes. Google/Postini supports encrypted email transmission, helps monitor employee communications, and preserves network bandwidth by limiting the size and type of attachments that are accepted.

Legal & Regulatory

Postini's outbound email functionality enables the administrator to automatically block, reroute or copy email matching certain criteria. For example, the enterprise can retain copies of all mail sent by professionals covered by industry regulations, or containing key phrases. To meet regulatory requirements that require retention of all email communications, Postini also offers a "compliance switch" to assure that any quarantined emails cannot be read by the user unless they are first accepted by the user into the customer's archiving system. Because Postini does not use a "store and forward" approach typical of other service providers, its patented pass-through process eliminates any performance penalty or security and privacy concerns.

Content Filtering

Postini's email security managed service provides both inbound and outbound email policy enforcement capabilities. Outbound email filtering by Postini enables organizations to scan outbound messages for viruses and apply content policies, protecting both customers and partners and ensuring that corporate policies regarding appropriate use are observed. Inbound anti-virus scanning prevents viruses from entering a corporate network through the gateway. Outbound anti-virus scanning prevents the spread of viruses to customers and partners. Outbound content filtering also prevents confidential or sensitive data from leaving the enterprise network and entering the hands of competitors.

Attachment Filtering

While inbound attachment management reduces the resources required to process unwanted attachments (such as large MP3 music files), outbound attachment filtering can be used to prevent sensitive or confidential file types from leaving the enterprise.

Email Management

Postini helps improve email management through a convenient web console that provides real time monitoring and alerting, as well as comprehensive reporting for administrators. Users get the flexibility to access and examine quarantined emails within limits set by administrators. Email system availability and uptime are enhanced with load balancing and business continuity assured through disaster recovery capabilities.

Disaster Recovery

Postini provides disaster recovery and business continuity measures to ensure maximum availability of the enterprise's email system. In the event of a customer server outage, Postini will spool emails until the customer's email servers come back online and messages can be delivered. Spooling ensures that no messages are lost or bounced back to senders.

Monitoring & Alerting

Postini delivers control and visibility over the entire enterprise email system, not just a single server or single geographic location. Real-time dashboard monitoring and alerting from a Web-based console provides continuous control and insight into all email traffic into and out of the enterprise.

Load Balancing

Postini ensures the smooth delivery of email to your systems by load balancing traffic across specified email servers. This helps administrators handle traffic spikes and improve the availability and reliability of all email servers.

Comprehensive Reporting

Through a single web management interface, an email administrator can monitor all email flow and traffic conditions, and view reports from anywhere. Dozens of summary and detailed reports of email activity are instantly available, enabling you to fine-tune rules and filters for domains, user groups and individual users.

Centralized Administration Console

All aspects of the Postini service can be controlled from the centralized administration console which is accessed via a web browser. Key aspects of the console are:

Full control administrators have full control over their own environment. Unlike other service providers, administrators do not have to submit change requests to Postini to make changes such as adding new email servers, changing failover servers, modifying Black and White Lists etc.

Granular Delegation of authority the super administrator can define additional administrators and grant them one or more of 53 access control permissions, (e.g. the ability to review end user quarantines, the ability to add new users, etc.). Furthermore, the super administrator can determine which groups of users or individual users the sub-administrator is able to administer with the granted privileges.

Postini's proprietary mail transfer agent (MTA) is designed to proxy the SMTP session between the sender and recipient. As such, it must do all of its processing during the window which the sender and receiver maintain with each other. This advanced technology is responsible for its low latency. Since the SMTP session is dependent on the Internet for the end-to-end delivery time, Postini does not add any statistically significant delay. For example, the spam filtering process takes 7ms regardless of message size. Virus scanning may take longer based on the size of the message and its attachments. Total processing time ranges between 30-40 milliseconds.

4.0.2.11.20 (DR) Provide and describe your vulnerability identification and mediation process.

Google & SADA Systems:

Supported.

The Google Security Team actively scans for security threats using commercial tools, intensive automated and manual penetration efforts, quality assurance (QA) processes, software security reviews, and external audits. Google's Vulnerability Management team monitors mailing lists, vendor errata notices, blogs, etc. to identify when new security vulnerabilities and fixes are necessary. They also ensure that appropriate administrators are applying security fixes to their systems and have the resources they need to do so.

Google employs a number of approaches to further reduce the incidence of implementation-level security vulnerabilities in its products and services:

- Implementation-level security reviews: Conducted by members of the Google Security Team, typically in later stages of product development, implementation-level security reviews aim to validate

that a software artifact has indeed been developed to be robust against relevant security threats. Such reviews typically consist of a re-evaluation of threats and countermeasures identified during security design review, targeted security reviews of security-critical code, selective code reviews to assess code quality from a security perspective, and targeted security testing.

- Automated testing for flaws in certain relevant vulnerability classes. We use both in-house developed tools and some commercially available tools for this testing.
- Security testing performed by Software Quality Engineers in the context of the project's overall software quality assessment and testing efforts.
- Google maintains relationships and interfaces with members of the security research community to track reported issues in Google services and open source tools. More information about reporting security issues can be found at
  http://www.google.com/intl/en/corporate/security.html

For more information on Google security, please see our Google Apps Security Whitepaper at the below URL:

http://docs.google.com/viewer?url=www.google.com%2Fa%2Fhelp%2Fintl%2Fen%2Fadmins%2Fpdf%2Fds_gsa_apps_whitepaper_0207.pdf

4.0.2.11.21 (DR) Provide and describe your logging process including the types of services and devices logged; the event types logged; and the information fields.

Google & SADA Systems:

Supported.

As the message security service processes your messages, data about these messages is captured and stored in a log. The Message Log Search feature enables you to run searches on this data using different criteria. You can then view the search results and drill down to details about specific messages.

Use Message Log Search to track messages for inbound and outbound traffic, and to track all messages for a specific sender, recipient, domain, or MTA address. You can also use Message Log Search to confirm whether a specific filter was triggered by a message and confirm the disposition. If necessary, you can later analyze filter settings that may be affecting traffic.

Additionally, if you implement a SSO solution additional data will be available.

This proposal valid for 180 days post January 25, 2011 submission.

4.0.2.11.22 (DR) Explain the steps needed, and costs associated, with enabling converged communication capabilities (for example, integrating presence into email or routing voice mail to email).

Google & SADA Systems:

Unified Communication is available through a 3rd party solution such as Esnatech. (http://www.esnatech.com/index.html)

Esnatech's Communication platform provides enterprises with enhanced access and control over communications.

Through features such as multilingual speech-enabled auto attendant, unified messaging, mobility, fax mail and presence management support, the Esnatech platforms offer a myriad of options for enterprise users to retrieve and manage all their business communications. Fully supporting both an organizations existing telephone environment or a new IP based telephony solution, the Esnatech platforms are designed to interface with a range of messaging systems (including Octel) using industry standard networking protocols (VPIM, IMAP and AMIS).

4.0.2.11.23 (DR) Compliance with HIPAA Security Rule, 45CFR Par 160 and sub parts A and C of Part 164, including filtering of email records to ensure that HIPAA protected information is not sent through the email system.

Google & SADA Systems:

Supported.

"HIPAA 45CFR Part 160 Subpart C - Compliance,

§ 160.310 Responsibilities of covered entities

(a) Provide records and compliance reports"

- Google Apps provides audit API's which allow the State to report on user logins and institute email monitors; Google Message Security supports State implementation of content rules to identify emails containing individually identifiable health information; SSN matching templates are included.

"(c) Permit access to information"

- Google Apps audit API's and Google Message Security content rule matches are available according to the terms of the Google Apps for Government SLA.

"HIPAA 45CFR Part 164 Subpart A - General Provisions,

§ 164.105 Organizational requirements

(ii) Safeguard requirements"

Google Message Security supports State implementation of content rules to quarantine emails containing individually identifiable health information; SSN matching templates are included.

"HIPAA 45CFR Part 164 Subpart C - Security Standards for the Protection of Electronic Protected Health Information

§ 164.306 Security standards: General rules.

(a) General requirements. Covered entities must do the following:

(1) Ensure the confidentiality, integrity, and availability of all electronic protected health information the covered entity creates, receives, maintains, or transmits."

- Google Message Security supports State implementation of content rules to quarantine emails containing individually identifiable health information; SSN matching templates are included.

4.0.2.11.24 (DR) Compliance with PCI-DSS 1.2.1 and projected compliance with PCS-DSS 2.0 effective January 2011)

Google & SADA Systems:

Supported.

Google Message Security supports State implementation of content rules to quarantine emails containing PANs and/or CAV2/CVC2/CVV2/CIDs or PIN/PIN Blocks; credit card number matching templates are included.

In combination with PCI-DSS 2.0 requirement 1.3.3, which requires that organizations with cardholder data not allow any direct connections inbound or outbound for traffic between the Internet and the cardholder data environment, this helps ensure that cardholder data isn't stored in the Google Apps environment.

In addition, Google Apps for Government supports many of the underlying security principles of PCI:

- Build and maintain a secure network
- Encrypt transmission of data across open, public networks
- Implement strong access control measures
- Regularly monitor and test networks
- Maintain an information security policy

For more information on Google Apps security and privacy policies, see http://www.google.com/support/a/bin/answer.py?hl=en&answer=60762

4.0.2.11.25 (DR) Compliance with PHI 45CFR 160.103 and Section 13400 of Subtitle D (Privacy) of the Hitech Act provisions of ARRA of 2009.

Google & SADA Systems:

Supported.

These sections contain definitions of terms, and do not appear to require any particular organization actions for compliance.

4.0.2.12 PERFORMANCE MEASURES

4.0.2.12.1 (M) Ability to guarantee reliability and uptime greater than 99.9%. Additional points will be awarded for 99.99% or greater availability.

Google & SADA Systems:

Supported.

Google's uptime service-level agreement is 99.9%, calculated monthly. Penalties are imposed in the form of service credits as follows:

< 99.9% - 99.0% Monthly Uptime Percentage --> 3 days of service credited
< 99.0% - 95.0% Monthly Uptime Percentage --> 7 days of service credited
< 95.0% Monthly Uptime Percentage --> 15 days of service credited

Actual uptime is 99.98%

The most up-to-date and detailed description of the SLA are available at http://www.google.com/apps/intl/en/terms/sla.html

4.0.2.12.2 (M) Provide the uptime service and related Service Level Agreement (SLA) criteria.

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This proposal valid for 180 days post January 25, 2011 submission.

Google & SADA Systems:

Supported.

Google's target uptime is 99.9%. The SLA is available at:

http://www.google.com/apps/intl/en/terms/sla.html

4.0.2.12.3 (M) Specify and provide the process to be used for the State to call the Respondent for support, who will be providing the support, and describe the basis of availability.

Google & SADA Systems:

Supported.

Google provides the web-based Google Apps Help Center which contains answers to most commonly asked end-user questions and ample self-service material in the form of articles and tutorial videos. For the large majority of questions, chances are that someone else has asked it and that Google already has an answer appropriate for your end users in our help centers, minimizing the need for them to contact the help desk. Google continuously updates these FAQs as new features are released. End users can also search or post questions on the Help Forum, which is very active and moderated by Google employees. Information is searchable and categorized by topic so end users can easily find others who have similar questions.

Google Apps offers the following incident levels:

P1 - VERY HIGH IMPACT - Product/Service Unusable in Production.

P2 - HIGH IMPACT - Use of Product/Service Severely Impaired.

P3 - MEDIUM IMPACT - Use of Product/Service Partially Impaired.

Google offers a support SLA with respect to the first response time for an incident. P1 Priority support Requests are responded to with a target initial response time of one hour and are responded to 24/7. If contact is made for a P1 Priority support Request on a weekend or applicable holiday, a phone call is needed to trigger a return support response. P2 & P3 Priority support Requests are responded to during business hours of the location to which the Requests are assigned. P2 Priority support Requests will be responded to with an initial target response time of 1 business day or less.

This proposal valid for 180 days post January 25, 2011 submission.

More information available at
http://www.google.com/apps/intl/en/terms/tssg.html

Google's Enterprise Support Portal is available 24/7 year-round for incidents to be submitted. Google's End User and Admin Help centers are also available 24/7 year-round.

SADA Systems will supplement Google's support offerings with an additional options. If the State chooses to purchase a support plan beyond that which is already specified, SADA Systems will provide the following service level commitments:

Priority	Definition	Response Time	Workaround Resolution Time	Status Updates	Permanent Resolution times
Priority 1	Defect causing the Software Product to be unusable or inoperable Major function is unavailable with no acceptable bypass/ workaround Response time not being met	15 minutes	2 clock hours	30 minutes	5 days
Priority 2	Major function is unavailable but acceptable bypass/workaround is available	15 minutes	4 clock hours	1 hour	15 days
Priority 3	Defect causing a minor function to be disabled. Some function is not working correctly Defect is not time critical Minimal impact on the user community Defect causing no function to be disabled Does not impact user community	30 minutes	2 business days	1 business day	30 days

4.0.2.12.4 (M) Describe the consequences if the Respondent fails to meet incident response time and incident fix time.

Google & SADA Systems:

Supported.

This is covered in our Technical Support Services Guidelines (TSSG), which are incorporated into our agreement. Any failure to meet our guidelines regarding incident response would be a breach of the agreement. More details here: http://www.google.com/apps/intl/en/terms/tssg.html

4.0.2.12.5 (M) Describe the procedures and schedules for any planned downtime.

Google & SADA Systems:

Supported.

There will be no more than twelve hours of planned / scheduled downtime per calendar year. Customers would be notified of planned / scheduled downtime at least five days prior to the commencement of such downtime. Since August 2008, Google Apps uptime has been 99.98% with no (e.g. zero minutes) of scheduled downtime. All service interruptions and current service availability are published publicly at http://www.google.com/appsstatus

The most up-to-date and detailed description of the SLA are available at http://www.google.com/apps/intl/en/terms/sla.html

4.0.2.12.6 (M) Describe the consequences if disaster recovery metrics are not met.

Google & SADA Systems:

Supported.

If there are requirements that are in a contractual agreement and Google fails to meet those requirements, then Google would be in breach of the agreement.

4.0.2.12.7 (M) Describe any known inherent disaster recovery risks and provide potential mitigation strategies.

Google & SADA Systems:

Supported.

There are no inherent disaster recovery risks above and beyond those typical to any data center. Google has many mitigation strategies in place for disaster recovery. Google has real-time replication of data across geographically disparate data centers. Google maintains a number of geographically distributed data centers. Google will store data in physically secure datacenters, maintain data on Google-owned servers, and replicate

Apps data across multiple systems within a single data center as well as back up data in a Google-owned secondary data center. The secondary data center will be in a different geographic disaster area from the first. The client's data will reside in at least two Google data centers. These data center will be in different geographic disaster zones. Our Data Centers are redundant and can shift to a users their secondary data center. To minimize service interruption due to hardware failure, natural disaster, or other catastrophe, Google implemented comprehensive disaster recovery program at all of its data centers.

This program includes multiple components to eliminate single point-of-failure, including the following: Distributed data center architecture Google operates a geographically distributed set of data centers ensure swift failover. Management of the data centers is also distributed to provide location-independent, around-the-clock coverage, and system administration. Data replication and backup To help ensure availability in the event of a disaster, all of the client's data is replicated to separate systems in different data centers. If a disaster occurred that effected one data center, the client's data will be served from the secondary data center. The data between a user's primary data center and their secondary data center is constantly replicated in real time. There is nothing that the client or a client employee needs to do to act upon to invoke this. We have built monitoring tools that help look for a malfunction or even slowness in a data center and automatically, push users to their secondary data center. The only requirement is that client still have internet access. In addition to the redundancy of data and no single point of failure model for our data centers. We have also have a business continuity plan for our corporate office in Mountain View, CA. We have a plan that accounts for having suffered a major calamity, and people and services in are unavailable for 30+ days. This plan insures continued operations or our services to our customers.

4.0.2.12.8 (M) Describe any SLAs addressing key application functions such as time for user login.

Google & SADA Systems:

Supported.

Google Apps is covered by a 99.9% uptime Service Level Agreement for the core Google Apps services including Gmail, Google Calendar, Google Talk, Google Docs, Google Groups and Google Sites. The Google Apps SLA covers the operation and availability of the web interfaces for these services. The Customer retains responsibility over the operation and availability of any non-Google services on which Google Apps may depend.

4.0.2.12.9 (M) Describe the deleted item recovery capabilities and specify the time period for deleted item recovery.

Google & SADA Systems:

Supported.

Items deleted by an end user are moved to the trash and recoverable by the end user without admin intervention for 30 days. End users would recover these messages by simply dragging and dropping or clicking a button to move them out of the trash.

For situations in which the end user "empties" items from the trash, those items would not be recoverable by the end user. However, in conjunction with Google Message Discovery, those messages could be recovered by a client-side administrator for up to 10 years.

4.0.2.12.10 (M) Describe the procedure for mailbox/message recovery.

Google & SADA Systems:

Supported.

Items deleted by an end user are moved to the trash and recoverable by the end user without admin intervention for 30 days. End users would recover these messages by simply dragging and dropping or clicking a button to move them out of the trash. There is no additional cost for this capability.

For situations in which the end user "empties" items from the trash, those items would not be recoverable by the end user. However, in conjunction with Google Message Discovery (GMD), those messages could be recovered by a client-side administrator for up to 10 years. The cost for GMD is listed elsewhere in this response.

Mailboxes can only be deleted by the client-side Google Apps administrator or via a programmatic API call (typically used during LDAP directory synchronization). If a deletion somehow occurs inadvertently, the client can raise a support ticket or contact their Technical Account Manager (TAM) to recover the mailbox. While Google does not guarantee that the mailbox can be recovered, it is generally possible to recover a mailbox if Google's support team attempts to do so within 3 days of the deletion.

4.0.2.12.11 (M) Clarify the default recovery point objective and recovery time objective disaster recovery metrics.

Google & SADA Systems:

Supported.

Through synchronous replication, data and user actions in Google Apps are mirrored in nearly real-time across multiple data centers. If one data center becomes unavailable for any reason, the system is designed to instantly fall back to a secondary data center with no user-visible interruption in service. For Google Apps customers, our recovery point objective (RPO) design target is zero, and our recovery time objective (RTO) design target is instant failover. Gmail, Google Calendar, Google Talk, Google Groups, Google Docs and Google Sites have a 99.9% uptime guarantee, and our actual reliability has been significantly higher than this commitment. Attempting to replicate this level of reliability with on-premises or hosted technology is tremendously costly and complex. Even very large enterprises with state-of-the-art disaster recovery systems typically target a recovery time of one hour and accept the loss of one hour's worth of data

4.0.2.12.12 (M) Describe the responsibility for and time required for adding/deleting/moving user mailboxes.

Google & SADA Systems:

Supported.

Adding, deleting and moving mailboxes and accounts is a relatively trivial, one-time step up using Google Apps Directory Sync (GADS), described in detail below. Once GADS is set up by an administrator, any changes made in your current, on-premise LDAP directory, will flow directly into Google Apps within seconds based on the schedule you set up to run GADS.

With Google Apps Directory Sync (provided at no additional cost), you can automatically provision users, groups and non-employee contacts based on the user data in your LDAP server, such as Microsoft Active Directory or Lotus Domino. Google Apps Directory Sync connects to your Google Apps directory and adds/delete user accounts to match your existing organizational schema. The Google Apps Directory Sync configuration wizard guides you through customizing your synchronization and mapping of your LDAP user list to your Google Apps users, nicknames, shared contacts and groups. You can also synchronize rich user profile data like home/work/mobile phone numbers, addresses and job titles. To manage your synchronization, you can perform test synchronizations, and configure change limits, notifications, and scheduled synchronizations. Key benefits:

This proposal valid for 180 days post January 25, 2011 submission.

- Synchronizes your Google Apps user accounts to match user data in your LDAP server.
- Supports sophisticated rules for custom mapping of users, groups, non-employee contacts, rich user profiles, aliases, and exceptions.
- Performs a one-way synchronization. Data on your LDAP server is never updated or altered.
- Runs as utility in your server environment. No machine outside your perimeter accesses your LDAP directory server data.
- Includes extensive tests and simulations to ensure correct synchronization.
- Includes all necessary components in the installation package.

Moving mailboxes between physical servers / storage is not applicable within the Google environment as Google makes this transparent for the client. However, logically moving mailboxes from one domain to another is possible through use of POP- or IMAP-based email clients. Moving a mailbox from active to suspend status can be accomplished via the Google Apps administrative control panel, through the Google Apps Directory Sync tool or via API.

4.0.2.12.13 (M) Confirm the ability of the user to utilize Web Access and the Active Sync protocol for mobile devices.

Google & SADA Systems:

Supported.

Google Apps is inherently web-based with robust support for ActiveSync for mobile devices. Google Sync lets your users synchronize their mail, contacts and calendars to their mobile devices. This means that your users will have access (viewing and editing) to their inbox, address books and calendar events at any time. They can also get alerts (sound or vibration) for upcoming meetings and incoming messages.

When you enable Google ActiveSync support for Mail, Calendar and Contacts, your users will be able to utilize it on any ActiveSync device such as the iPhone, the Ipad, Palm, Nokia and WindowsMobile ActiveSync-enabled devices.

4.0.2.12.14 (M) Describe any human resources that will be dedicated to the state account, the duties of that individual(s) and provisions for regular communications.

Google & SADA Systems:

This proposal valid for 180 days post January 25, 2011 submission.

Supported.

SADA is proud to have engineers that are called upon by clients such as Virgin America, Google and the City of Los Angeles. The client list which we have had the privileged of serving has not only distinguished our team but our expertise as the likes of Kaiser Permanent and Northwestern University can attest too.

For customers such as the State, Google will provide a named Technical Account Manager (TAM) who will act as a central point of contact between the State's support organization and Google. The TAM will act as a named point of contact for the State for planning and escalation purposes to represent the State to Google for important topics (Engineering, Product, Management, Support). The TAM will provide relevant information to the State when available and address inquiries pertaining to the Services in use or planned for use. In addition to priority routing of support requests, the services provided by the TAM may include:

- Answer general queries and consultancy
- Case management and escalation
- SLA claims
- Service Management reviews and support reports (e.g. customer's use of the portal / Unify)
- Assist triage of bug tracking and accommodation of feature request
- Advice for new / changed features and configuration; new / changed feature notification
- Transition from deployment team
- Weekly conference calls
- Account reviews, recommendations of best practices

Your TAM will provide notification of changes that they ascertain will impact the State's usage or satisfaction with Google Apps.

SADA Systems will also provide an entire team of dedicated Google Apps professionals for the state account, including an account manager with overall account management responsibilities; a project manager responsible for scheduling, resource allocation, and coordination; a help desk team for escalation of support requests; a team of certified Google engineers to resolve the most challenging issues.

SADA Systems has always been and is known in the Google Apps Marketplace as being extremely responsive. That same responsiveness will be demonstrated in regular communication with key contacts at the State of

Utah. At the State's discretion, regular phone calls can be set up to resolve any on-going issues.

SADA has also been providing traditional IT services such as a helpdesk service for over 10 years. Hence we understand the urgency of dealing with issues and adapting to our environments being responsive to what makes us successful as Fielding Graduate University, Levine Communications, Landry Design Group can all attest to.

4.0.2.12.15 (M) Provide a sample of performance reports and specify if they are available over the Web and if they are real-time statistics or batch statistics.

Google & SADA Systems:

Supported.

There are four ways performance and utilization reports are surfaced to Google Apps administrators in real time and batch modes:

1) Google Apps Administration Control Panel provides Usage and Reports for log-in activity and utilization through a robust graphical interface. The accounts report contains a list of all of the hosted accounts that exist in your domain on a particular day. The report includes both active accounts and suspended accounts. The activity report identifies the total number of accounts in your domain as well as the number of active and idle accounts over several different time periods. In this report, activity encompasses user interaction with his email, such as reading or sending email. The disk space report shows the amount of disk space occupied by users' mailboxes. The report identifies the total number of accounts in your domain as well as the number of accounts that fall into several different size groupings. Mailboxes that occupy less than 1GB of disk space are grouped in increments of 100MB, and mailboxes that occupy between 1GB and 10GB of disk space are grouped in increments of 500MB. The email clients report explains how users in your domain access their hosted accounts on a day-by-day basis. For each day, the report lists the total number of accounts in your domain as well as the number and percentage of users who accessed their accounts using WebMail.

2) Customers can use the Google Apps Status Dashboard to check on the current service status of individual services such as Gmail, Google Calendar, Google Talk, Google Docs, Google Sites and Google Video for business. Administrators of Google Apps for their businesses, schools and organizations can also view the performance of the administrative control panel. The Google Apps Status Dashboard represents an additional layer of transparency that we believe will be particularly useful for our business users. The Status

Dashboard is the best place to check for information on service availability for Google Apps anywhere in the world here:

http://www.google.com/appsstatus

3) Google Analytics may be integrated with Google Apps at no charge to help you analyze traffic (visitor behavior) on your sites, documents, presentations and spreadsheets. Google also provides the free, unsupported Google Analytics tool to monitor performance and usage of the Google Docs and Google Sites products.

4) Lastly, Google Apps provides a robust reporting API. The Google Apps Reporting Visualization API lets you retrieve usage reports for your domain's hosted accounts and display them using a large selection of visualizations created by the developer community. More information is here:

http://code.google.com/googleapps/domain/reporting/google_apps_reporti ng_visualization_api.html

4.0.2.12.16 (M) Clarify the responsibility for providing end-user help desk services.

Google & SADA Systems:

Supported.

For the large majority of questions, chances are that someone else has asked the same questions and that we have an answer appropriate for your end users in our help centers, minimizing the need for them to contact the help desk. We continuously update these FAQs as we release new features. End users can also search or post questions on the Help Forum because our user discussion group is very active and moderated by Google employees. Information is searchable and categorized by topic so end users can easily find others who share your same interests. The Google Apps Help Center contains answers to most commonly asked end-user questions and ample self service material in form of articles and tutorial videos.

http://www.google.com/support/a/users/

SADA Systems offers a support escalation path for end-user help desk requests, during and after project execution. Support requests are accepted by phone, by email or through SADA's web portal. SADA will provide this level of support at no additional cost as long as the State renews its Google Apps licenses through SADA Systems.

4.0.2.12.17 (DR) Describe any options (including cost) for more aggressive and extensive disaster recovery metrics.

Google & SADA Systems:

Supported

Up to 7 days of spooling is included with Google Message Security. In advent of a major failure, Google Message Security can be set to automatically spool incoming email. Upon restore the system will automatically unspool email.

4.0.2.13 COLLABORATION

4.0.2.13.1 (M) Ability to create and manage folders for the files.

Google & SADA Systems:

Supported.

Users can create and manage Google Docs Shared Folders to hold Google Docs or any supported file type. This folder can automatically be shared with those that have access to it.

4.0.2.13.2 (M) Ability to collaborate with staff members that are telecommuting or otherwise away from a State facility.

Google & SADA Systems:

Supported.

Google Apps allows local, remote and offsite users to have the ability to collaborate with one another just as effectively as they can when on site.

4.0.2.13.3 (M) Ability to share data and files stored within the solution with a Web interface.

Google & SADA Systems:

Supported.

Sharing is an intrinsic feature of every Google application. Google offers the following sharing capability within its applications:

Google Docs

Google Docs is an online office suite comprised of the following components; a Word Processor (Google Docs), a Spreadsheet (Google Spreadsheets), slide presentations (Google Presentations) and a drawing application (Google Drawings). What differentiates Google Docs is that document sharing is built into each of these applications allowing end users to share and collaborate on these documents with participations both within, and optionally, outside of your organization. Users determine the level of sharing (read-only, edit or private). Google Docs is integrated with your enterprise directory, so to share a document, a user only needs to start typing his or her colleagues' names.

Google Docs Shared Folders

Google Docs provides for shared folders which may contain any type of file and any item stored in that folder will automatically be shared with those that have access to that folder. Documents can easily be stored in these shared folders and accessed by anyone who has access to those folders.

Google Sites

Google Sites is the easiest way to make information accessible to people who need quick, up-to-date access. People can work together on a Site to add file attachments (such as Word Documents, PDF's, etc.), information from other Google applications (like Google Docs, Google Calendar, Google Video), and free-form content. Collaborating together to create a site is as easy as editing a document, and you always control who has access, whether it's just yourself, your team, or your whole organization.

Calendar

Calendars may be shared with internal and optionally, external participants. They may be embedded in websites and applications as well.

4.0.2.13.4 (M) Ability to share a folder of documents.

Google & SADA Systems:

Supported.

The ability to share Google Folders is crucial to make sure that your users can share these materials with colleagues easily and efficiently. You may share both Google-specific docs as well as traditional office documents, and additionally, just about any file type. Think of Google Folders as your own hard drive in the cloud.

Folder sharing and visibility options indicating how private or shareable a folder or a doc is: Google Folders can now be identified as: private; anyone with a link; or public on the web.

Private: Docs start out as private. When you first create a doc, you are the only person with access to it. From there, you can give access to other people.

Anyone with the link: If you set your doc to Anyone with the link, it's like an unlisted phone number. In the same way that anyone who knows an unlisted phone number can call it, anyone who knows the web address or URL of that doc can view it.

Public on the web allows anyone the ability to find and access that particular doc on the web. For example, you could create a flyer for a concert, save it as a public doc, post a link to it on your blog. You can also determine whether or not users may edit the docs and folders.

4.0.2.13.5 (M) Ability to *have multiple staff members work on common files at t he same time and* maintain version control (i.e., who, what, when).

Google & SADA Systems:

Supported.

Google Apps maintains a running version history of each edit, each editor and when the document, spreadsheet, drawing or presentation was edited. These common files can be shared in real time with multiple users allowing them to collaborate while maintaining a continuous, running revision history of all the changes to the documents starting with the very first edit. The version control gives you the ability to literally step back through every change in the document by author or time.

4.0.2.13.6 (M) Ability to recover or revert to prior file version.

Google & SADA Systems:

Supported.

Google Apps maintains a running history of each edit, each editor and when the document, spreadsheet, drawing or presentation was edited. Google provides a this complete version history for all users at all locations which allow those users to effectively find and revert back to any version of the document at any point in time. Additionally, there is the capability to lock

down editing privileges so that documents are effectively checked-out. They
may be effectively checked back in, by unlocking the editing rights again.

4.0.2.13.7 (DR) Availability of internal collaboration tools.

Google & SADA Systems:

Supported.

**Google Docs is a fully-featured suite of office productivity tools that provide a
real-time, simultaneous editing experience for multiple users collaborating
on documents, spreadsheets, or a presentations. Collaborators access the
same online copy of the file in Google Docs, so there are no attachment
compatibility problems, inbox storage quota issues, or versions to reconcile.
When the group is done editing, the file can be stored in Google Docs, or
exported back to the original format.**

**Google Sites is included with Google Apps and provides Wiki-like capability to
your users. Changes, by user, are tracked automatically. Effective
collaboration has become a key driver to improve team productivity. Project
teams, often located across disparate locations and time zones, produce and
distribute content in different formats and platforms. Teams need to
consolidate relevant information in one place that's easy to navigate and
retrieve. Contributors and reviewers have specific needs to manage the
creative process, maintain the project plan and keep all stakeholders
informed.**

4.0.2.13.8 (DR) Delegation and transfer of ownership of the files.

Google & SADA Systems:

Supported.

**Google Docs (native documents and individual, uploaded files) as well as
Google Sites allow the owner of a document or Site to include additional
"collaborators" with management privileges, edit privileges, as well as the
ability to "delegate" access to additional collaborators. Ownership of Google
Docs, a Google Site, and a Google Video can be changed by the owner in the
interface, or programmatically via API.**

4.0.2.13.9 (DR) Export/Import functionality for all editable file types.

Google & SADA Systems:

Supported.

Google Docs allows document-export in ODT, PDF, RTF, plain text, Word (.doc), and HTML formats. Spreadsheets can be exported in CSV, HTML, plain text, Excel, OpenOffice, or PDF formats. Drawings can be exported in PNG, JPEG, SVG, or PDF formats. Presentation can be exported in PDF, Powerpoint, or plain text formats.

Importation of documents is supported in Word (.doc, .docx), ODT, SXW, RTF, plain text, and HTML. Spreadsheets can be imported in Excel (.xls, xlsx), ODS, or CSV formats. Drawings can be imported in WMF format. Presentations can be imported in PowerPoint format (.ppt, .pps).

Google Docs also includes Optical Character Recognition (OCR) capabilities that allows users to upload image files (JPG, PNG, or GIF) or multi-page PDF documents, and convert the text resulting from the OCR process to a Google Doc for editing or sharing.

4.0.2.13.10 (DR) Ability to create or leverage existing groups of employees. Access defined groups (Agency, division, bureau) or create new groups quickly based on project / task needs.

Google & SADA Systems:

Supported.

Content from Google Docs, Calendar, Sites, and Videos can be shared with groups as well as individuals, with groups included as autocomplete options in sharing interfaces along with individuals. Group members can be added to and removed from the group allowing the group owner to manage who has access to content. Groups can be managed at a domain level via the Google Apps Provisioning API, or by users without IT support through the Google Groups component service. Google Groups provides additional email discussion list capabilities to support user collaboration.

4.0.2.13.11 (DR) Availability of a Wiki type solution for collaboration that allows changes to be tracked by user.

Google & SADA Systems:

Supported.

Google Sites is included with Google Apps and provides Wiki-like capability to your users. Changes, by user, are tracked automatically. Effective collaboration has become a key driver to improve team productivity. Project teams, often located across disparate locations and time zones, produce and distribute content in different formats and platforms. Teams need to

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consolidate relevant information in one place that's easy to navigate and retrieve. Contributors and reviewers have specific needs to manage the creative process, maintain the project plan and keep all stakeholders informed.

With Google Sites, you can easily manage projects and create, share, find, and publish content across your organization. Easy to use features such as site and page templates and embedded documents make it easy for any user to create useful sites. Google Sites can be used for company intranets, portals, team project and more. Furthermore, the Google Sites API gives third-party developers a way to access, integrate with, and extend the platform. The To-Do gadget is an example of extending a Google Site with a tool that can enable teams to track and manage tasks.

4.0.2.13.12 (DR) Ability to store not only documents and spreadsheets but also other media if needed.

Google & SADA Systems:

Supported.

Any file type can be uploaded and stored in Google Docs.

4.0.2.13.13 (DR) Ability to make any document or email part of a "To Do" List.

Google & SADA Systems:

Supported.

The State has the ability to generate task lists which can then be emailed to other users for consumption (Delegation) into their task lists. Additionally, tasks may be overlaid in users' calendars with reminders and due dates.

Tasks is a Gmail feature designed to help you keep track of the things you need to do. You can create lists of items, set due dates and notes, and even add Gmail messages directly to Tasks. To use tasks in Gmail, click the Tasks link under Contacts, on the left side of the screen brings up the Tasks interface. To enter tasks, just click in the Tasks window and start typing just like you would in a word processor. Once you've typed in a task, press Enter to create another one, or use the + button at the bottom of your list.

You may turn any Gmail message into a task with one click. You may also turn any bulleted list from another user - whether from Gmail or another system - directly into a task list. It's easy to view and check off Tasks on your Google Calendar because all Tasks may be overlaid directly onto the calendar itself. If

you click on the Tasks link in your Google Calendar, you'll get a new Tasks calendar added to GCal. Tasks with a due date will show up with a "complete" checkbox. You may choose your most important tasks, schedule them and check them off as you do them from your calendar. You can move tasks around on your calendar to update the item's due date, too.

4.0.2.13.14 (DR) Integration with external social media services.

Google & SADA Systems:

Supported.

Google Apps presents inline preview integration for common social websites such as; Yelp, Picasa, Flickr, Google Docs, Blogger, YouTube and more.

Email has become the hub for most people's business day. Gmail contextual gadgets intelligently bring what you need right into your inbox from 3rd party applications such as social media sites. Gmail contextual gadgets scan for triggers, such as names or purchase order numbers, within a message and present relevant actions in-line with the email.

Contextual Gadgets greatly accelerate user adoption by bringing the application directly to the user in context and in their normal work flow. Many great apps fail to gain user traction because they are separated from the normal workflow. There are two types of plug-ins; default and custom. The former come with the system and the latter allow customers to design or purchase their own gadgets for integration with existing systems.

Google Buzz, available today in consumer Gmail, offers a compelling activity stream coupled with the ability to integrate with existing social media sites such as Twitter, Flickr and more. Best of all, it's integrated into the interface where users already spend the bulk of their time, email. We envisage this functionality in Google Apps soon.

4.0.2.14 OFFICE PRODUCTIVITY

4.0.2.14.1 (DR) Presentation tools and ability to: read, open, edit, copy, paste, and display standard office product formats (e.g .doc, .docx, .odt, xls, etc.).

Google & SADA Systems:

Supported.

With Google presentations, you can easily create, share, read, open, copy, paste, display and edit online presentations. Here are some things you can do with Google presentations:

- Import presentations in .ppt and .pps file types and export in .ppt, pdf and text formats. Insert images and videos, and format your slides as you want.
- Allow simultaneous real-time viewing of presentations, online, from remote locations.
- Publish and embed your presentations in a website for the world to view.

4.0.2.14.2 (DR) Track all documents / changes by user. Be able to preserve documents by user and date.

Google & SADA Systems:

Supported.

Google provides a complete version history for all users at all locations which allow those users to effectively find and revert back to any version of the document at any point in time. Additionally, there is the capability to lock-down editing privileges so that documents are effectively checked-out. They may be effectively checked back in, by unlocking the editing rights again.

4.0.2.14.3 (DR) Ability to capture an email as a file and save it and/or allow the email to be attached as a file in another system.

Google & SADA Systems:

Supported.

The Gmail interface allows a user to view the full, original text of one of their email messages, including all email headers, in a web browser. The text can then be transferred to a Google Doc (saved in the web browser and imported, or copied and pasted), which would then allow the text to be saved, shared, and exported to another format.

4.0.2.14.4 (DR) Word Processing.

Google & SADA Systems:

Supported.

This proposal valid for 180 days post January 25, 2011 submission.

Create and share documents on the web and access them from any computer or smart phone. The familiar desktop feel makes collaborative editing easy:

- Faster, real-time collaboration
- Edit documents with others and see changes as they type
- Import from / Export to the desktop
- Easily move documents back and forth between desktop applications and Google Docs
- Online word processing
- Margins, indentations, tables, footnotes, comments and much more

Docs view and edit capability is available on mobile devices such as the iPhone and iPad and more. We expect to deliver early in 2011 the return of offline support for Google Docs. For those who use offline, we are bringing back the much improved feature by taking advantage of advancements in modern browser technology like HTML5.

4.0.2.14.5 (DR) Spreadsheet capability.

Google & SADA Systems:

Supported.

With Google Spreadsheets, you can easily create, share, and edit spreadsheets online. Here are a few specific things you can do:

Import and export these file types: .xls, .csv, .txt and .ods. You can also export data to a PDF or an HTML file.

Format your cells and edit formulas so you can calculate results and make your data look the way you want it.

Chat in real time with others who are editing your spreadsheet.

Embed a spreadsheet, or a section of a spreadsheet, in your blog or website.

4.0.2.14.6 (DR) Ability to migrate historical documents, spreadsheets, presentations and databases.

Google & SADA Systems:

Supported.

Google Docs supports the import of common office productivity file formats, including .doc, ,docx, .ppt, .pptx, .xls, and xlsx formats for documents, spreadsheets, and presentations.

Databases can be exported to a CSV file and imported, or the Google Secure Data Connector (SDC) can read them directly from a web service interface such as the Google feed server.

4.0.2.14.7 (DR) Ability to synchronize with apps that need access to Calendar and Address Book.

Google & SADA Systems:

Supported.

Google Apps Calendar supports the iCal standard, and so is inherently shareable both internally and externally with multiple owners subject to granular permission levels including the ability to see all event details, just free/busy, make changes to events, and perform further delegation.

The iCalendar format allows Internet users to send meeting requests and tasks to other Internet users, via email, or sharing files with an extension of .ics. Recipients of the iCalendar data file (with supporting software, such as email client or calendar applications) can respond to the sender easily or counter propose another meeting date/time.

Google Apps Sync for Microsoft Outlook supports synchronization of calendar and address book information with Microsoft Outlook.

Google Apps also provides a rich set of calendar and address book gadgets and APIs:

- The Calendar Publishing Tools are pre-built elements that can be embedded on your website to give it Google Calendar functionality
- The Calendar Data API lets you incorporate Calendar functionality into your own application or website
- The CalDAV protocol provides a common protocol for exchanging information between different scheduling servers and client applications
- Google's implementation of Portable Contacts lets your web application request data from Google Contacts
- The Google Contacts Data API allows client applications to view and update Contacts content in the form of Google Data API feeds.

Google Apps also supports a wide variety of mobile clients including Android; for further information, see http://mail.google.com/support/bin/answer.py?hl=en&answer=75726

4.0.2.14.8 (DR) Ability to share documents/spreadsheets/presentations internally or externally.

Google & SADA Systems:

Supported.

Google Docs allows a user to easily share a document, spreadsheet, or presentation with other internal users. The Google Docs interface provides clear indications for the current sharing-status of a given document, and the Share interface makes it easy for a user to share a Google Doc with another internal user or group.

Google Apps allows the domain administrator to permit users to use the native sharing features of Google Docs to share documents, spreadsheets, or presentations with users outside of the customer's domain for collaboration, with notifications in the interface to remind users that they are sharing. If this is disabled, users have the ability to export their Google Docs to common/standard formats, and share the downloaded files via traditional sharing methods such as email.

4.0.2.14.9 (DR) Ability to edit documents either online or on a device that is not connected to the Internet.

Google & SADA Systems:

Supported.

We expect to deliver early in 2011 the return of offline support for Google Docs. For those who use offline, we are bringing back the much improved feature by taking advantage of advancements in modern browser technology like HTML5.

For more information see:

http://googledocs.blogspot.com/2010/12/update-on-google-docs-offline-and-new.html

4.0.2.14.10 (DR) Functionality for form creation and database, with ability to share created forms to limited groups.

This proposal valid for 180 days post January 25, 2011 submission.

<u>*Google & SADA Systems:*</u>

Supported.

Google Docs offers users the ability to create multi-question survey forms (with response options including text / paragraph, checkbox, dropdown, and radio buttons), which can be distributed to individuals and groups via email, or published for any users to access. Responses populate a Google Spreadsheet, allowing for the quick collection and aggregation of responses.

4.0.2.14.11 (DR) Project management capabilities.

<u>*Google & SADA Systems:*</u>

Supported.

SADA was approached by Google to help construct a Project Management template for Google Sites in addition to 10 other templates. Thousands of free project management templates are publicly available in the Google's crowd-sourced templates gallery for use with Google docs. Just perform a search on "project" or "project schedule" in the Templates Gallery at: https://docs.google.com/templates

Today, more than 3 million businesses and thousands of universities not only have access to Google's core suite of applications, they also get easy access to 200+ of the best apps on the web through the Google Apps Marketplace. These installable Marketplace apps are easy to try and buy, and offer single sign-on and hassle-free access from the Google universal navigation bar. Here is a sample of some of the installable apps from the Apps Marketplace for Project Management:

Project management, with a focus on planning and tracking:

- **Mavenlink - an end-to-end solution for professional services delivery**
- **Gantter - powerful desktop scheduling right from your browser**
- **Smartsheet - online project task sheets w/dependencies, Gantt charts & files**
- **Zoho Project - beyond planning...get your projects done faster**
- **Viewpath - manage project tasks and resources with drag/drop simplicity**
- **Cohuman - task-centric communications to synchronize people & teams**
- **Comindwork - fully customizable Gantt views, workflows and to-dos**

- **Teamup** - anytime, anywhere project tracking for businesses of all sizes
- **WorkforceTrack** - online collaboration, reporting, time tracking and billing

For a complete list of Apps Marketplace Project Management, Collaboration, Task Management, Time and Product Management applications and add-ons, please see:

http://googleenterprise.blogspot.com/2010/11/google-apps-marketplace-project.html

SADA also has developed tools available on the marketplace making it easier for Administrators to manage their domains such as AuthMagic as well as Renamer.

4.0.2.14.12 (DR) Drawing capabilities

Google & SADA Systems:

Supported.

Google Docs includes drawing capabilities, which allows users to insert and manipulate shapes (including standard flowchart shapes), connecting lines and arrows, curved lines, manually-drawn lines (scribbles), text boxes, as well as user-uploaded images. Drawings may be laid-out precisely with alignment guides, snap-to grid, and auto distribution. Drawings can be inserted into other Google documents, spreadsheets, or presentations using the web clipboard. Drawings supports real-time collaboration between users.

4.0.2.15 VIDEO and WEB CONFERENCING

4.0.2.15.1 (DR) Bandwidth efficiency and controls.

Google & SADA Systems:

Supported.

With Gmail, users access their messages from Google Apps server using a web-based interface, causing mail flow and bandwidth usage to change as follows:

- Messages that users exchange with others outside your local corporate network continue to use external bandwidth, but now flow through Google Apps servers on the Internet.

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- Intradomain messages now also flow through Google Apps servers and use external bandwidth.

From our field experience, we've observed that the following optimizations in the Google Mail architecture can help reduce the impact of the bandwidth usage of intradomain and external email:

1) Messages are downloaded only on demand. Portions of the email headers are used unless and until a user requests to open a specific message. This differs from the traditional email push or polling model in which every message is typically downloaded in full including attachments

2) Interface optimizations use lightweight javascript to pull just the data needed to provide a positive user experience. Graphics are minimized.

3) Attachment download options - Users can see in-line snapshots of an attached graphic and view a preview of an attached PDF and other common files in the browser. This consumes less bandwidth than downloading because no bandwidth is used until the user requests to view the attachment and that attachments are rendered on Google's servers so only a portion of the information is actually transmitted to the end user.

4) Reduced transmission of attachments - instead of uploading attachments end users will move towards generating attachments directly from Google Apps or simply sharing links to Google Docs items instead of attaching

5) Simplified networking and potential less reliance on expensive WAN links to centralized email servers. Because each location sends mail to Google Apps through the internet, this may reduce the internal bandwidth resourcing complexities.

6) Mobile and remote usage. Instead of consuming bandwidth through the corporate Internet link, mobile or telecommuting users only use their own local Internet connection.

7) Spam blocking in the cloud - if you currently have on-premises anti-spam solution, you may find that the switch to Google Mail significantly reduces the amount of unwanted inbound traffic processed through your Internet connection. More information can be provided to help you estimate how your bandwidth might change moving to Google Apps

4.0.2.15.2 (DR) Ability to archive video sessions.

Google & SADA Systems:

Not Supported.

Unlike Text chats, Video chat sessions are not being saved by Google, nor are archived for Discovery. As such, All Video sessions are considered "Off the record."

4.0.2.15.3 (DR) One to one internally.

Google & SADA Systems:

Supported.

Video and voice are built into the chat applications and can be limited to internal (intra-domain) chat sessions only

4.0.2.15.4 (DR) Multiple locations internally.

Google & SADA Systems:

Supported.

Multiple internal and public locations are supported. Any new conversation will automatically appear on all active sessions. Once selected and initiated from one specific location, the conversation will only appear on the active location until the conversation is terminated.

4.0.2.15.5 (DR) Ability to utilize saved Video files within office productivity tools.

Google & SADA Systems:

Supported.

Saved video files can be linked from the Google Apps office productivity tools, and embedded directly in presentations and blogs.

4.0.2.15.6 (DR) User tracking Options.

Google & SADA Systems:

Supported.

Presence is built into video chat, as well as into Gmail, Calendar, Docs and Spreadsheets.

4.0.2.15.7 (DR) Office tools accessible to large virtual teams. Tools to include Blogs, Wikis, and social networking tools.

Google & SADA Systems:

This proposal valid for 180 days post January 25, 2011 submission.

Supported.

Google Sites enables teams to centralize documents, spreadsheets, presentations, videos, slideshows and more to help keep teams organized; they can build collaborative sites, wikis and blogs faster with templates for project workspaces, team sites, intranets and more.

Google Docs also allows large virtual teams to access office tools. Google Docs can be embedded within Google Sites to create an integrated authoring and publishing capability.

4.0.2.15.8 (DR) Remote Desktop Access/Control.

Google & SADA Systems:

Supported.

Remote Desktop Access is not required with Google Apps, given the client-less nature of the applications. All Google Apps applications are accessible via web browsers. Information contained within a Google Apps application can be shared, and collaborated on, with administrators in order to help end-users diagnose issues and answer questions.

Google Apps users access the applications via their existing computers and mobile devices (smart phones, tablets, etc.), which allows existing Remote Desktop Access/Control software to be utilized.

4.0.2.15.9 (DR) External video conferences.

Google & SADA Systems:

Supported.

Video and voice are built into the chat applications. Administrators may choose to restrict video chat to users in the same domain or to allow chat to external users. In addition to restricting video chat use to internal users, administrators may disable it altogether.

4.0.2.15.10 (DR) Real-time on screen notation and editing.

Google & SADA Systems:

Supported.

Google Apps supports full real-time collaboration, including simultaneous document, presentation, spreadsheet and drawings editing, with on-screen

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comments, integrated real-time chat and display of collaborator information.

4.0.2.16 VIRTUAL STORAGE

4.0.2.16.1 (M) Ability to search (e-Discovery) files.

<u>Google & SADA Systems:</u>

Supported.

Google Message Discovery supports a completely searchable email archive for the purposes of eDiscovery.

Google Message Discovery lets you:

- create a centralized and searchable email repository for your organization
- quickly search across the archive to find emails and save result sets into a file

With the Google Documents List API, administrators can look across all documents stored within their organization including searching document contents, viewing document revision history and sharing permissions, and downloading snapshots of those documents in common file formats such as PDF, DOC, XLS, and Open Office.

4.0.2.16.2 (DR) User tracking options.

<u>Google & SADA Systems:</u>

Supported.

Google Apps allow users and administrators to track who has changed and edited documents. Google Apps keeps track of each version of a document that is saved so that users may step through or revert back to any version of the document at any point in the editing cycle.

With the Google Sites file cabinet functionality, users can subscribe to file cabinet changes to track when new files or versions are uploaded.

4.0.2.16.3 (DR) Ability to store files (all types) and work as a virtual drive on the PC desktop and with the operating system file manager or applications that integrate with storage services. Specify the amount of storage provided, how that amount can be increased, and under what conditions. .

<u>Google & SADA Systems:</u>

Supported.

You may upload through the web browser, through third party tools such as Memeo Connect and through Google's APIs. Each user receives 1 GB of storage for any type of file in Google Docs. Additionally, Google Sites provides 10GB + (500 MB * # of users) of pooled storage for the entire organization. Additionally, Google Video provides 3 GB/user of storage for pooled video storage across the entire organization.

4.0.2.17 OTHER

4.0.2.17.1 (M) Provide the process, responsibilities and costs for the cessation of the contract, including any costs and procedures for data migration and cleansing of State data from Respondent data centers.

Google & SADA Systems:

Supported.

The contract with SADA can be terminated in writing, if SADA Systems fails to remedy a material breach within 30 days. The cost and process of migrating data out of Google would be similar to the cost of migration the same amount of data into Google.

If the contract is terminated, Google would provide the State with access to the Customer Data for a period of time and Google will provide the tools necessary for migration. See Section 11.2 of our agreement ("(ii) Google will provide Customer access to, and the ability to export, the Customer Data for a commercially reasonable period of time at Google's then-current rates for the applicable Service;"). Google does not impose any additional costs or penalties for cessation of a contract. Moreover, Google provides a number of free tools, managed by the Google Data Liberation Front team, for migration away from Google Apps. The Google Data Liberation Front is an engineering team at Google whose singular goal is to make it easier for users to move their data in and out of Google products. We do this because we believe that you should be able to export any data that you create in (or import into) a product. We help and consult other engineering teams within Google on how to "liberate" their products. This is their mission statement: Users should be able to control the data they store in any of Google's products. The DLF team's goal is to make it easier to move data in and out. To that end, we have a rich set of API's and tools to allow you to move your data out of Google and to other platforms; either cloud-based or hosted. A list of APIs is here:

http://code.google.com/googleapps/docs/

Additionally, we support standard email protocols such as POP, IMAP and MAPI that making moving your data to and from Google simple. We haven't seen instances of customers moving from one hosted system to another, but it's technically possible and our APIs and support for protocols would be the mechanism by which this would be accomplished. The migration tools provided by Google have no cost and customers can work with a Google Partner to implement the migration processes.

4.0.2.17.2 (M) Segregation of State data from other data.

Google & SADA Systems:

Supported.

Google Apps for Government provides segregated systems for our US government customers. Government customer data is stored in the US only.

Google is the first in the industry to complete FISMA certification and accreditation for a multi-tenant cloud application. Google Apps has received an authority to operate at the FISMA-Moderate level; an independent auditor assessed the level of operational risk as Low. Google's FISMA documentation is available for review by interested agencies.

4.0.2.17.3 (M) State email and data storage by hosted providers remaining within the continental United States.

Google & SADA Systems:

Supported.

Google Apps for Government stores data within the continental US by default.

4.0.2.17.4 (M) Access to State data and management functions by State staff.

Google & SADA Systems:

Supported.

Google Apps and Google's security and compliance products have secure, web-based administrative interfaces which enable management functions. Furthermore, Google tools and secure APIs are available to automate a wide range of administrative tasks.

Designated State employees who have administrative access to the State's Google Apps system can access State data by taking over an individual user's

Google Apps account and using the secure Google Apps APIs to access specific pieces of data.

Also, the Google Message Discovery (GMD) application supports various roles which can be described as:

- Auditor: Reviews the search and export activtity of investigators. Data cannot be retrieved from the data store without triggering an audit log entry.
- Investigator: Queries the archive and reviews/exports data; saves search criteria and results; manages collections of data called "investigations"
- System Administrator: Manages the user registration and enables/disables archiving for groups of users. (No visibility to user data)
- User: searches for messages which they have personally sent or received. (Visibility to only their personal messages)

4.0.2.17.5 (M) Specialized deployment support from Respondent or Respondent partners.

Google & SADA Systems:

Supported.

The SADA team provides unparalleled experience in large deployments from strategically phased roll-outs like the City of Los Angeles, to Opt-In deployment schedules like Northwestern University requested. In addition, to those two more common methods SADA's deployment team brings a creative approach and style focused on minimizing downtime and maximizing project efficiency and timely completion. Complimenting SADA's personal success of deploying, provisioning, and migrating over 2,000,000 mailboxes is the Google Apps deployment team. In addition to SADA's experienced team and Google's standard support we are also willing to make available a Google Technical Account Manager as an additional resource on an annual basis.

The Google Apps Deployment team helps to support customers through the migration and deployment process:

- Provides deep technical knowledge and best practices around Google Apps, and its points of integration with customer-systems
- Serves as an interface between customer and Google Apps Product Management, Support, and Engineering teams

- Advises on deployment best practices, based on previous large-scale Google Apps migrations and deployments
- Participates in project planning alongside Google partners, to ensure successful deployment-projects

4.0.2.17.6 (M) Post deployment support from Respondent or Respondent partners.

Google & SADA Systems:

Supported.

For customers such as the State of Utah, Google will provide a named Technical Account Manager (TAM) who will act as a central point of contact between The State's support organization and Google. The TAM will act as a named point of contact for Customer for planning and escalation purposes to represent Customer to Google for important topics (Engineering, Product, Management, Support). The TAM will provide relevant information to Customer when available and address inquiries pertaining to the Services in use or planned for use. In addition to priority routing of support requests, the services provided by the TAM may include:

- Answer general queries and consultancy
- Case management and escalation
- SLA claims
- Service Management reviews and support reports (eg customer's use of the portal / Unify)
- Assist triage of FRs and bugs; feature request and bug tracking
- Advice for new / changed features and config; new / changed feature notification
- Transition from deployment team
- Weekly conf calls
- Account reviews, recommendations of best practices

Your TAM will provide notification of changes that they ascertain will impact the State's usage or satisfaction with Google Apps.

4.0.2.17.7 (DR) Access to State data and management functions by non-State entities and personnel.

Google & SADA Systems:

Supported.

Google employees will access your account data only when an administrator from your domain grants Google employees explicit permission to do so for troubleshooting purposes. During the course of troubleshooting an issue or other investigation, the Google Support team may ask for the creation of a test administrator account, solely to be used to resolve the particular issue at hand. Google employees or automated systems may also take down any content that violates the Terms of Service.

4.0.2.17.8 (DR) Ability to utilize local and off-site based office productivity tools.

Google & SADA Systems:

Supported.

By definition, Google products and services are off-site because they're hosted by Google at Google's data centers delivered through the web browser. Additionally, Google has announced the release of Google Cloud Connect for Microsoft Office which allows customers to leverage local office productivity tools while gaining many of the advantages of off-site tools.

4.0.2.17.9 (DR) Availability of List serve capabilities.

Google & SADA Systems:

Supported.

Google Apps supports a list serve capability through Google Groups. Administrators may create lists or end users may do so.

Google Groups allows for an unlimited number of user or administrator created groups. Google Groups not only allows you to manage and archive your email lists, but also provides a method for true communication and collaboration with group members. Google Groups offers generous storage limits, customizable pages, file storage, shared contact lists, contact profile pages and in general is a rich mechanism for information interchange.

Users may create personal distribution lists within their person contacts or as Google Groups lists. The user-managed Groups service is an optional feature of Google Groups for Enterprise. Enable the service to facilitate messaging and collaboration among users and improve their productivity. With user-managed groups, users can: manage their group memberships, allowing them to tailor email communications to their needs, without having to make requests to your IT department.

Project Plan

4.0.3 Project Management and Implementation

4.0.3.1 STAFFING

4.0.3.1.1 (M) The Respondent shall be responsible for all required costs attributable to its officers and employees, including, but not limited to, worker's compensation premiums and deductibles, unemployment compensation tax withholding contributions, tax withholding contributions, and similar items.

__Google & SADA Systems:__

Acknowledged.

4.0.3.1.2 (M) The Respondent shall have the sole responsibility for the hiring, recruitment, management, training, and firing of the Respondent's employees. The Respondent shall disclose the names and positions of its officers and employees to DTS. The Respondent shall provide information on employees and officers as requested of any audit activity or report. The Respondent must submit a list of names for all employees who require access to State data and data centers so they can receive and pass a required DTS background check prior to gaining access to the State's secure resources and facilities.

__Google & SADA Systems:__

Supported.

SADA employs a team of experienced and qualified professionals. Each of our clients works with a team consisting of SADA engineers, a project manager and their account manager. The following table provides information about SADA team members who will work with you to deploy Google Apps. SADA has arranged for a specialized team with government experience to consult, devise, plan, execute, and train a successful project and user base for the State.

SADA Advisory Sponsor	Tony Tortorice	• Provide government experience and insight ensuring project progress on the technical side as former CIO and senior executive of both public and private sectors with +25 years of knowledge and experience at the highest levels.
SADA Executive Sponsor	Tony Safoian,	• Allocate and prioritize resources to help Utah be successful.

This proposal valid for 180 days post January 25, 2011 submission.

	President/CEO	• Provide access to SADA resources/personnel as necessary.
SADA Business Development	Hratch Achadjian	• Responsible for Utah / SADA business relationship. • Manages communication on licensing and contractual issues. • Sets goals for team.
SADA Project Manager	Derek Lin	• Drives day-to-day evaluation. • Works with customer to build ROI. • Coordinates references. • Shares Google Apps best practices. • Produces and executes technical and training tasks to support early adopters. • Facilitates overall deployment strategy. • Executes deployment.
SADA Google Apps Technical Lead/Engineer	Nicky Parseghian	• Technical lead for SADA and Google. • Supports Utah's technical teams' implementation of Apps. • Liaison between Utah and Google Support. • Provides deep product, application, and integration expertise. • Assists customer with technical solutions.
SADA Deployment and Training Manager	Tracey Flynn	• Change management and end user training. • Customized curriculum • Smooth transition within the organization via Google Champions.

In addition, Google employees are required to conduct themselves in a manner consistent with the company's guidelines regarding confidentiality, business ethics, appropriate usage, and professional standards. Where local labor law or statutory regulations permit, Google may conduct criminal, credit, and/or security checks on all potential employees. At a minimum, these practices include verification of an individual's education and previous employment as well as a reference check. The specifics or extent of background checks performed is dependent on the position for which the individual is applying.

The full Google Code of Conduct which both Google and SADA employees adhere to is here:

http://investor.google.com/corporate/code-of-conduct.html

4.0.3.1.3 (M) The Respondent shall ensure that all employees, consultants, and external staff that work on the implementation project have signed general and

specific confidentiality and privacy statements to protect confidential data prior to gaining access to the State's secure resources and facilities.

Google & SADA Systems:

Acknowledged.

4.0.3.1.4 (M) Respondents shall describe their procedure for conducting employee background checks, including, but not limited to, drug tests, and financial or criminal history. As warranted by any specific services to be developed under this contract, the Respondent shall agree to submit a list of names of employees to undergo employee background checks, as determined by the State, with DTS as the managing partner. This includes employees with ongoing operational responsibilities, that have access to State data.

Google & SADA Systems:

SADA Systems will submit a list of names of employees to undergo all background checks deemed necessary by the State with DTS as the managing partner. Key SADA Systems personnel dedicated to the State of Utah account have already gone through LAPD's fingerprinting and background checks as part of the requirements from the City of Los Angeles Google Apps project.

In addition, Google currently performs background checks on new employees, including checking government issued identification/documentation at the time the employee begins employment to confirm his or her identity. The specifics or extent of background checks performed is dependent on the position for which the individual is applying.

Upon hire, Google will verify an individual's education and previous employment, and perform internal and external reference checks. Where local labor law or statutory regulations permit, Google may also conduct criminal, credit, immigration, and security checks. The extent of background checks is dependent on the desired position.

Upon acceptance of employment at Google, all employees are required to execute a confidentiality agreement and must acknowledge receipt of and compliance with policies in Google's Employee Handbook. The confidentiality and privacy of customer information and data is emphasized in the handbook and during new employee orientation.

Employees are provided with security training as part of new hire orientation. In addition, each Google employee is required to read, understand, and take a training course on the company's Code of Conduct. The code outlines

Google's expectation that every employee will conduct business lawfully, ethically, with integrity, and with respect for each other and the company's users, partners, and even competitors. The Google Code of Conduct is available to the public at http://investor.google.com/corporate/code-of-conduct.html.

Depending on an employee's job role, additional security training and policies may apply. Google employees handling customer data are required to complete necessary requirements in accordance with these policies. Training concerning customer data outlines the appropriate use of data in conjunction with business processes as well as the consequences of violations.

Every Google employee is responsible for communicating security and privacy issues to designated Google Security staff. The company provides confidential reporting mechanisms to ensure that employees can anonymously report any ethics violation they may witness.

For further information, see http://static.googleusercontent.com/external_content/untrusted_dlcp/www.google.com/en/us/a/help/intl/en/admins/pdf/ds_gsa_apps_whitepaper_02_07.pdf

4.0.3.1.5 (M) The Respondent shall recruit, hire, retain, and train qualified and sufficient personnel to implement the project plan. DTS reserves the right, as the State contracting organization, to recommend staffing additions to reduce migration wait times and improve implementation responsiveness to agencies. All such requests will be made in writing, and shall be within the agreed upon scope of the contract. The Respondent must provide a list of proposed or existing staff to meet the proposed service levels.

Google & SADA Systems:

Acknowledged.

SADA Systems will provide a list of existing staff meet the proposed service levels, and will also work with DTS on additional personnel in the event that such additions are necessary Please reference 4.0.3.1.2 for fully devoted resources. Additional resources may include:

Kristina Turley	**Cesar Alvarado**
Position: Sr Solutions Engineer	Position: Director, Software Architecture
Certifications: Bachelor of Science, Business Information Systems, Illinois State University	Certifications: BA, Biochemistry and Art, Occidental College
	Role: Google Apps deployments,

Google Apps Education Certified Trainer Role: Google Apps Deployment	application development
Rob Green Position: Solutions Engineer Certifications: Bachelor of Science, Computer Science, UCLA Role: Google Apps Deployments and Support	**Timur Shevekhman** Position: Sr. Solutions Engineer Certifications: Bachelor of Science, Computer Science, UCLA Role: Google Apps Deployments
Eric Seaton Position: Sr. Web Developer Certifications: Associate of Science, Digital Media Role: Web and application design and development.	**Dawen Tan** Position: Web Developer Certifications: Bachelor of Science, Computer Science, UCLA Role: Google Apps Deployment, Application Development
Isaac Brown Position: Business Analyst, Project Manager Certifications: Bachelor of Arts, University of Northern Colorado. Role: Acts as client liaison and project manager.	**Linda Tsan** Position: Marketing Manager Certifications: Bachelor of Arts, Economics and Psychology and Social Behavior, University of California, Irvine. Role: Online & traditional content marketing strategies.

4.0.3.2 IMPLEMENT TECHNOLOGY BEST PRACTICES

4.0.3.2.1 (M) The Respondent shall follow professional practices, including the development of project plans, requirements documentation, design documentation, test data, and test procedures. The Respondent shall describe in their proposals what methodologies and best practices that they adhere to.

Google & SADA Systems:

Acknowledged.

SADA Project Management is a combination of standard methodologies from the PMBOK (Project Management Body of Knowledge) plus best practices based on SADA's wealth of experience in executing Google Apps projects.

4.0.3.2 INTERACT EFFECTIVELY WITH THE STATE

4.0.3.2.1 (M) The Respondent shall work with the DTS Infrastructure Management Group, and in cooperation with Agency Partners, to implement the hosted email, communication, and collaboration services project.

Google & SADA Systems:

Acknowledged.

SADA looks forward to working closely with DTS to ensure a successful project.

4.0.3.2.2 (M) The Respondent shall provide a mutually defined and approved Service Level Agreement (SLA) that addresses both migration and transition deliverables, and ongoing service level expectations.

Google & SADA Systems:

Supported.

In addition to Google's SLA of 99.98% as disclosed earlier, SADA's SLA shall be the following:

SADA shall use reasonable efforts to provide assistance to correct errors in any software/scripts/tools developed by SADA and purchased by client as reported by client under the following conditions:

- **The level of support that SADA can provide is dependent upon the cooperation of client and the quantity of information that client can provide.**
- **If the SADA cannot reproduce a problem or if the client cannot successfully gather adequate troubleshooting information, SADA may need temporary login access on the client system to identify and address the problem.**

Upon receipt of notice of an error, SADA will assign a priority level as determined by the client to the error according to the following criteria:

(A) Critical Priority – An error that results in the software/scripts/tools developed by SADA being substantially or completely nonfunctional or inoperative.

(B) High Priority – An error that results in the software/scripts/tools developed by SADA operating or performing differently than as represented in the Documentation, but which does not have a material adverse impact on the performance of the software/scripts/tools developed by SADA.

SADA will make reasonable efforts to correct the error or provide a work-around solution for each priority level and, if a work-around is the immediate solution, will make reasonable efforts to provide a final resolution of the error. The State understands that certain issues with respect to errors, outages, and other issues related to Google's APIs are outside the provider's control and do not fall under the terms of service between the State and SADA.

4.0.3.3 COMPLIANCE WITH ALL STATUTORY and LEGAL REQUIREMENTS

4.0.3.3.1 (M) The Respondent shall comply with all relevant county, State, and federal statutes, rules, and regulations applicable to assuring privacy and confidentiality. Any special rules must be included in the SLA by the Agency Partners.

Google & SADA Systems:

Supported.

For detailed information please see:

http://www.google.com/support/a/bin/answer.py?answer=60762&hl=en

Privacy in email

In personal email communications, there has always been, and always should be, an expectation of privacy between the sender and the intended recipients of a message, enabling open communication with friends, colleagues, family, and others. Google does not share or reveal email content or personal information with third parties. Email messages remain strictly between the sender and intended recipients, even when only one of the parties is a Gmail user.

Of course, the law and common sense dictate some exceptions. These exceptions include requests by users that Google's support staff access their email messages in order to diagnose problems; when Google is required by law to do so; and when we are compelled to disclose personal information because we reasonably believe it's necessary in order to protect the rights, property or safety of Google, its users and the public. For full details, please refer to the "When we may disclose your personal information" section of our privacy policy. These exceptions are standard across the industry and are necessary for email providers to assist their users and to meet legal requirements.

Protecting your privacy

Google takes privacy very seriously, and your trust is important to us. Gmail users should know:

Google does not share any email content or other personally identifiable information with advertisers.

No humans read any email messages to target advertising or related information that users may see on Gmail.

Google also takes several steps to guard the confidentiality of users' information by offering a number of industry-leading protections.

Gmail and Government Access to Account Information

Google complies with valid legal process, such as search warrants, court orders, or subpoenas seeking account information. These same processes apply to all law-abiding companies. As has always been the case, the primary protections you have against intrusions by the government are the laws that apply to where you live.

Google's complete privacy policy is here:

http://mail.google.com/mail/help/about_privacy.html

Google's Contract Terms are here:

http://www.google.com/apps/intl/en/terms/premier_terms.html

http://www.google.com/apps/intl/en/terms/additional_services.html

4.0.3.4 COMPLIANCE WITH DTS STANDARDS and POLICIES

4.0.3.4.1 (M) All services shall be performed in accordance with DTS standards and policies. These standards and policies can be found at: http://dts.utah.gov.

The successful Respondent shall work with DTS on developing any additional standards that the Respondent believes are appropriate to successfully implement Hosted Email, Communication and Collaboration services. The Respondent shall document all systems analysis and programming activities. Copies of all such work shall be available for inspection by DTS before such programs are implemented.

Google & SADA Systems:

Acknowledged.

**SADA looks forward to working closely with DTS to ensure a
successful project.**

4.0.3.5 PROJECT SCOPE DEFINITION

4.0.3.5.1 (M) Define the project scope with primary emphasis on Email, Calendaring,
Scheduling, Training, and Application Email Modifications

Google & SADA Systems:

**Current system is a GroupWise environment with 140 post offices and 22,650
licensed users; 240+ applications that that use email and calendar services of
the current platform.**

**Messaging: Includes e-mail, calendaring / resource scheduling and related
messaging capabilities.**

**Conferencing: Includes instant message, audio, video, web conferencing, and
integrated desktop conferencing solutions.**

**Applications: Includes technical discovery process to inventory and catalog
applications that have integrated communication functions**

**Productivity: Includes office collaboration suites (e.g. word processing,
spreadsheets, presentation, intranet, discussion forum, etc.) and integration
with mobile device platforms in a consolidated communications-enabled
environment.**

4.0.3.6 PROJECT DELIVERABLES

4.0.3.6.1 (M) Specify the project deliverables including all of the following:
- Project Management;
- Password Synchronization;
- Infrastructure Domain Creation and Setup;
- Message Security and Discovery;
- Infrastructure Mail Routing;
- Mobile Infrastructure Services;
- User and Global Address List Provisioning and Synchronization;
- Calendar Free/Busy and Scheduling Facility;
- Content Migration Tools;
- Application Email and Calendar Discovery and Coding Modification;
- Content Migration – Email, attachments, and archived messages;
- Content Migration – Calendar;
- Content Migration – Contacts;

- Account Deactivation Process;
- Communication and Change Management Process;
- Integration with the State's Change Management Process;
- Help Desk Integration;
- Training; and
- Problem Escalation Process.

Google & SADA Systems:

Category	Project Deliverable(s)
Project Management	Project Schedule and Deployment Blueprint
Infrastructure Domain Creation and Setup	Google Apps QuickStart
User and Global Address List Provisioning and Synchronization	GAL Sync, Users and Groups Provisioning and Sync
Password Synchronization	AuthMagic / SSO Password Sync
Infrastructure Mail Routing	Mail Flow Design
Content Migration – Email, attachments, and archived messages	IMAP data migration / data ingestion for archives
Content Migration – Calendar	Data migration with SADA tools
Content Migration – Contacts	Data migration with SADA tools
Communication and Change Management Process	Communications Plan
Calendar Free/Busy and Scheduling Facility	The Google Calendar Connector is not available for the GroupWise platform
Application Email and Calendar Discovery and Coding Modification	Application Inventory and Migration Plan
Training	Training Plan, Training Material, Training Resource Web Portal
Mobile Infrastructure Services	GBES Setup and Configuration
Help Desk Integration	Help Desk Training / Knowledge Transfer
Account Deactivation Process	Phase Completion Procedure
Integration with the State's Change Management Process	Communications and Training Plans

Message Security and Discovery	**Postini Configuration and Knowledge Transfer**
Problem Escalation Process	**Google Apps Support Document with Support Escalation Ladder**

4.0.3.8 REPORTING REQUIREMENTS

4.0.3.8.1 (M) Provide an overall project management plan that specifies tasks, timelines, and resource requirements. A Gantt chart may meet this requirement.

Google & SADA Systems:

Please see the following page for the Project Schedule containing tasks, timelines and resource requirements in Gantt chart format.

This proposal valid for 180 days post January 25, 2011 submission.

Week	Resources	1-50 Timeline
Project Initiation Phase	**Resources**	
On-Site Project Kick-Off	S/G/U	
On-Site Deployment Workshop	S/G/U	
Project Design Phase	**Resources**	
Deployment Design / Blueprint	SADA	
Define Problem Escalation Process	S/G/U	
Change Management Design / Integration	S/U	
Going Google Announcement	Utah	
Create Gone Google Site for Change Management	SADA	
Google Apps Domain Creation and Setup	SADA	
Google Message Security / Discovery Setup	SADA	
Network Access Credentials	Utah	
Technical Discovery	SADA	
Application Email and Calendar Discovery	SADA	
Design Mail Routing	SADA	
Design Application Migration Plan	SADA	
Refine Project Schedule Based on Discovery	SADA	
Project Deployment Phase	**Resources**	
On-Premise Computing Resources	Utah	
Deploy and Test Provisioning and GAL Sync	S/U	
Deploy and Test Migration Tools	S/U	
Deploy and Test Password Synchronization	S/U	
Deploy and Test Mobile Infrastructure Services	S/U	
Knowledge Transfer / Help Desk Integration	S/U	
Alpha Wave	**Resources**	
Implement and Test Priority 1 Applications	S/U	
Phase Communication & Change Management	Utah	
Provision Google Apps Accounts	S/U	
Two-Week Notification	Utah	
Training	SADA	
Initial Data Migration (Email, Calendar, Contacts)	SADA	
One-Week Notification	Utah	
Go Live for Phase Users	S/U	
Continuing Data Migration (Email)	SADA	
Post Go-Live Training / Knowledge Transfer	SADA	
Phase Completion (Deactivation / Feedback)	S/G/U	
Dress Rehearsal Wave / Early Adopters	**Resources**	
Implement and Test Priority 2 Applications	S/U	
Phase Communication & Change Management	Utah	
Provision Google Apps Accounts	S/U	
Two-Week Notification	Utah	
Training	SADA	
Initial Data Migration (Email, Calendar, Contacts)	SADA	
One-Week Notification	Utah	
Go Live for Phase Users	S/U	
Continuing Data Migration (Email)	SADA	
Post Go-Live Training	SADA	
Phase Completion (Deactivation / Feedback)	S/G/U	
Deployment Phase 1 (Approx. 7,500 Users)	**Resources**	
Implement and Test Priority 3 Applications	S/U	
Phase Communication & Change Management	Utah	
Provision Google Apps Accounts	S/U	
Two-Week Notification	Utah	
Training	SADA	
Initial Data Migration (Email, Calendar, Contacts)	SADA	
One-Week Notification	Utah	
Go Live for Phase Users	S/U	
Continuing Data Migration (Email)	SADA	
Post Go-Live Training	SADA	
Phase Completion (Deactivation / Feedback)	S/G/U	
Deployment Phase 2 (Approx. 7,500 Users)	**Resources**	
Implement and Test Priority 4 Applications	S/U	
Phase Communication & Change Management	Utah	
Provision Google Apps Accounts	S/U	
Two-Week Notification	Utah	
Training	SADA	
Initial Data Migration (Email, Calendar, Contacts)	SADA	
One-Week Notification	Utah	
Go Live for Phase Users	S/U	
Continuing Data Migration (Email)	SADA	
Post Go-Live Training	SADA	
Phase Completion (Deactivation / Feedback)	S/G/U	
Deployment Phase 3 (Approx. 7,500 Users)	**Resources**	
Implement and Test Priority 4 Applications	S/U	
Phase Communication & Change Management	Utah	
Provision Google Apps Accounts	S/U	
Two-Week Notification	Utah	
Training	SADA	
Initial Data Migration (Email, Calendar, Contacts)	SADA	
One-Week Notification	Utah	
Go Live for Phase Users	S/U	
Continuing Data Migration (Email)	SADA	
Post Go-Live Training	SADA	
Phase Completion (Deactivation / Feedback)	S/G/U	
Project Wrap	**Resources**	
Overall Project Review	S/G/U	
Project Closing Process	S/G/U	

Note: For a easier to read version of this chart please see the attachment "Utah Project Schedule (By Week).pdf"

This proposal valid for 180 days post January 25, 2011 submission.

Project Schedule

4.0.3.8.2 (M) Describe, define, and where practicable provide examples of progress reports and metric reports that would be delivered to the State.

Google & SADA Systems:

SADA Systems tracks and reports on the following metrics:

- Number of accounts provisioned.
- Evaluation scores from attendees of each training session.
- Number of technical support requests.
- Project related issues, ETA of resolution.

4.0.3.9 STAFF ORGANIZATIONAL STRUCTURE

4.0.3.9.1 (M) Describe the composition of the team that will support project implementation for the State, and specify lead managers and responsibilities.

Google & SADA Systems:

Google recommends that the State engages a Technical Account Manager (TAMs) with Google Apps for Government. The key benefits of a Google Apps for Government TAM are:

- Access to the "customer advisory forums" and the "Trusted Tester" program
- Weekly call to track change requests, bugs and fixes submitted via tickets
- Quarterly Google road-maps and weekly newsletter about smaller changes being released in the Goggle Apps for Government platform
- Deployment support and guidance
- Utah's own Technical contact for support, and direct liaison to Google resources

SADA Advisory Sponsor	Tony Tortorice	• Provide government experience and insight ensuring project progress on the technical side as former CIO and senior executive of both public and private sectors with +25 years of knowledge and experience at the highest levels.
SADA Executive Sponsor	Tony Safoian, President/CEO	• Allocate and prioritize resources to help Utah be successful. • Provide access to SADA resources/personnel as necessary.

This proposal valid for 180 days post January 25, 2011 submission.

SADA Business Development	Hratch Achadjian	• Responsible for Utah / SADA business relationship. • Manages communication on licensing and contractual issues. • Sets goals for team.
SADA Project Manager	Derek Lin	• Drives day-to-day evaluation. • Works with customer to build ROI. • Coordinates references. • Shares Google Apps best practices. • Produces and executes technical and training tasks to support early adopters. • Facilitates overall deployment strategy. • Executes deployment.
SADA Google Apps Technical Lead/Engineer	Nicky Parseghian	• Technical lead for SADA and Google. • Supports Utah's technical teams' implementation of Apps. • Liaison between Utah and Google Support. • Provides deep product, application, and integration expertise. • Assists customer with technical solutions.
SADA Deployment and Training Manager	Tracey Flynn	• Change management and end user training. • Customized curriculum • Smooth transition within the organization via Google Champions.

4.0.3.10 INTERNAL CONTROL PROCEDURES

4.0.3.10.1 (M) Describe the process for decision-making and sign-off procedures with State personnel.

Google & SADA Systems:

Standard processes for Utah would be via email correspondence with Hratch Achadjian at hratch.achadjian@sadasystems.com cc-ing Derek Lin at Derek.lin@sadasystems.com. The SADA team will take appropriate action to acquire signatures, approvals or revisions and return to the sender. For any decision requiring signatures two copies both executed and counter signed will be necessary.

4.0.3.10.2 (M) Describe the processes for tracking and monitoring project changes and revision requests from the State, and how such changes will impact costs and timelines.

Google & SADA Systems:

It is the standard practice at SADA Systems to have weekly project conference calls for status updates and follow ups. SADA also uses Google Apps to implement Google Apps -- that is, project issues are tracked via Google Docs spreadsheet. Changes beyond original scope go through a procedure where the additional hours are estimated, and a quote submitted for approval. Scope additions must be processed through change management procedures per PMBOK to assess impact on budget and schedule.

4.0.3.11 HELP DESK PROCEDURES

4.0.3.11.1 (M) Describe and define the responsibilities of the Respondent to train and integrate help and training services with existing State Help Desk services.

Google & SADA Systems:

As mentioned above with our extensive training experience we can provide both documentation and in person training specialized for Help Desk staff.

4.0.3.12 PROJECT DELAYS

4.0.3.12.1 (M) In the event of a project delay, explain the Respondents responsibility for ensuring that sufficient resources will be provided to mitigate delays and costs that go over budget.

Google & SADA Systems:

In the context of project execution, a delay is defined as failure to meet an agreed upon milestone date by more than one week (seven days). In such an event, SADA Systems will guarantee the allocating of sufficient resources to mitigate the delay so that the remedial milestone date, can be met no more than two weeks after the original milestone date. From a budget standpoint, SADA Systems will bear the cost of such remedial and mitigation measures.

4.0.3.13 TRANSPORTABILITY

4.0.3.13.1 (M) In the event of a failure of the project or a later change to a different vendor, describe the process for transporting and migrating out of the respondent's proposed system.

This proposal valid for 180 days post January 25, 2011 submission.

Google & SADA Systems:

Supported.

If the contract is terminated, Google provides the State with access to the State's Data for a period of time and Google will provide the tools necessary for migration. See Section 11.2 of our agreement ("(ii) Google will provide Customer access to, and the ability to export, the Customer Data for a commercially reasonable period of time at Google's then-current rates for the applicable Service;"). Google does not impose any additional costs or penalties for cessation of a contract. Moreover, Google provides a number of free tools, managed by the Google Data Liberation Front team, for migration away from Google Apps. The Google Data Liberation Front is an engineering team at Google whose singular goal is to make it easier for users to move their data in and out of Google products. We do this because we believe that you should be able to export any data that you create in (or import into) a product. We help and consult other engineering teams within Google on how to "liberate" their products. This is their mission statement: Users should be able to control the data they store in any of Google's products. The DLF team's goal is to make it easier to move data in and out. To that end, we have a rich set of API's and tools to allow you to move your data out of Google and to other platforms; either cloud-based or hosted. A list of APIs is here:

http://code.google.com/googleapps/docs/

Additionally, we support standard email protocols such as POP, IMAP and MAPI that making moving your data to and from Google simple. We haven't seen instances of customers moving from one hosted system to another, but it's technically possible and our APIs and support for protocols would be the mechanism by which this would be accomplished. The migration tools provided by Google have no cost and customers can work with a Google Partner to implement the migration processes.

References, Experiences and Resumes

Section 5: References, Experience, and Staff Resumes

5.0.1 Experience

5.0.1.1 (M) The Respondent and/or prime contractor shall have experience in providing and servicing hosted email, communication and collaboration services. These services shall be of approximately the same scope and size, contracting with government entities similar to the State. Describe your company's experience providing similar services as required in this RFP.

Google & SADA Systems:

SADA ranked Google's #1 Enterprise Partner in Q4'10

SADA Systems, Inc. (SADA) is a privately held information technology consulting, outsourcing, and development firm founded in 2000. SADA started as a Google partner for its search technology, and is proud to be one of the world's first <u>10 Google partners for Apps</u> (http://www.webwire.com/ViewPressRel.asp?aId=27773), having participated in the Google Apps official launch campaign in February of 2007.

Successfully having migrated over 2,000,000 mailboxes from a variety of environments for over unique 200 clients SADA's Cloud Team is unrivaled.

SADA has a demonstrated track record and competency in the implementation and customization of Google Apps and providing related consulting services as the references below can attest to.

City of Los Angeles
200 N. Main Street, Los Angeles, CA, USA, 90012
Contact: Charlene Dennis
Phone: +1.213.978.2873
Email: <u>charlene.dennis@lacity.org</u>
Project Summary: Training, migration support, web resources
Users: 30,000

Kent State University
Centennial Research Park, 1950 State Route 59, Kent, OH, USA, 44240
Contact: Roberta Sikula Scwalm
Phone: +1.330.682.1308
Project Summary: Self Serve Opt-In migration tool and consulting
Users: 31,000

Kent County
400 High Street, Chestertown, Maryland, USA, 921620
Contact: Scott Boone
Phone: +1.410.778.5315
Email: <u>sboone@kentgov.org</u>
Project Summary: Google Apps, Google Message Discovery, QuickStart
Users: 210

Lyon County
27 South Main Street, Yerington, Nevada, USA, 89447

This proposal valid for 180 days post January 25, 2011 submission.

Contact: Hazen Adams
Phone: +1.775.781.2202
Email: hadams@lyon-county.org
Project Summary: Google Apps, Postini Configuration, QuickStart
Users: 350

SADA designs, delivers, deploys and supports a holistic and cutting-edge suite of best-of-breed technologies, allowing organizations to leverage Information Technology to achieve the highest levels of effectiveness, efficiency, and collaboration.

SADA works with its clients to develop innovative Information Technology solutions to business problems. SADA designs, delivers, deploys and supports a holistic and cutting-edge suite of best-of-breed technologies, allowing organizations to leverage IT.

Specialties:
- Cloud-Based solutions: Google Apps and others.
- Open Source based programming and database systems.
- Microsoft based custom programming and database systems.
- Holistic Managed Services of IT assets.
- Microsoft-based server and infrastructure technologies.
- CISCO Telephony platforms for unifying communications

Services:

- Authorized Google Apps/Postini Reseller
- Deployment/Implementation/Consulting - experience in all verticals, hundreds of thousands of users - SMB, Enterprise, EDU, Government/Non-Profit
- User Management Solutions - Directory Sync, SSO
- Data Migration - across multiple platforms
- Custom Solutions Development
- Change Management / Training Expertise and Services
- End-User and Admin Support
- Interoperability Solutions
- Data Security and Archiving
- Mobile Solutions Support
- Ongoing managed services/help-desk support
- Google Sites Customization
- App Engine development

5.0.2 References

5.0.2.1 (M) The Respondent and/or prime contractor shall provide at least three references where similar services in scope to the requirements of this RFP have been provided. See section 3.2. References must be for clients with current relationships with the Respondent for Hosted Email, Communication, and Collaboration services. Additional references may be submitted, if available. For each reference, the Respondent shall provide the number of users in the environment, a brief description of the project, names of individuals who can be contacted, the position of these individuals, addresses, and current telephone numbers. The Respondent is responsible to assure reference information is current and accurate. At minimum, the State will evaluate the following:

        a. Agency and user Satisfaction
        b. Management Capabilities (including problem resolution)
        c. Development Capabilities
        d. Interaction with Respondent staff
        e. Training and Change Management from the Respondent
        f. Project Completion within Budgets and Timelines

Google & SADA Systems:

City of Los Angeles
200 N. Main Street, Los Angeles, CA, USA, 90012
Contact: Charlene Dennis
Phone: +1.213.978.2873
Email: charlene.dennis@lacity.org
Project Summary: Training, migration support, web resources
User Count: 30,000

Kent State University
Centennial Research Park, 1950 State Route 59, Kent, OH, USA, 44240
Contact: Roberta Sikula Schwalm
Phone: +1.330.682.1308
Project Summary: Self Serve Opt-In with embedded migration tool and consulting
User Count: 31,000

Kent County
400 High Street, Chestertown, Maryland, USA, 921620
Contact: Scott Boone
Phone: +1.410.778.5315
Email: sboone@kentgov.org
Project Summary: Google Apps, Google Message Discovery, QuickStart
User Count: 210

This proposal valid for 180 days post January 25, 2011 submission.

Lyon County
27 South Main Street, Yerington, Nevada, USA, 89447
Contact: Hazen Adams
Phone: +1.775.781.2202
Email: hadams@lyon-county.org
Project Summary: Google Apps, Postini Configuration, QuickStart
User Count: 350

5.0.3 Financials

(M) The prime contractor shall provide evidence of financial stability and capability to fund all costs associated with the project implementation plan. This information will be used in the RFP evaluation process, to ensure completeness and accuracy. (Note: This information is for evaluation purposes only. It will be held in confidence to the extent that the law allows.) Information required is the latest two years of audited annual financial statements including:

   a. Total Revenue
   b. Net Income
   c. Total Assets
   d. Cash Flow
   e. Financial Ratio Analysis
   f. Notes to Financial Statements

Respondents that are subsidiaries of other companies need to be certain that the financial relationship between the subsidiary and the parent company is adequately explained in the audited statements that are provided. This may be accomplished by providing an audited financial statement for the parent company as well as the subsidiary. Infrastructure vendors are required to meet the financial requirements specified in section 3.3

Google & SADA Systems:

Proof of financial stability is provided in section 3.3; further information on prime contractor, SADA Systems, can be provided upon request and execution of a confidentiality agreement.

5.0.4 Resumes / Background Checks

(M) The Respondent shall provide resumes for each staff member responsible for design, implementation, project management, or other positions relative to the requirements of the RFP. Resumes will include education, experience, license, and/or certifications of each individual. In the event of a change of a staff member during the contract term, the submission of a new resume is required. Any such change is subject to the prior approval of the State; such approval will not be unreasonably withheld.

**Google & SADA Systems:**

See appendix C.

Business Cost Analysis & Cost Summaries and Professional Services

Section 6: Pricing: See the Separate Price Section

6.0.1

**Google & SADA Systems:**

Please see price section at the starts on page 172.

Section 7: Supporting Materials

The Respondent is encouraged to provide supporting materials, including more detailed descriptions of their solution, which would clarify or enhance the succinct answers provided in response to Sections 3.0 through 6.0.

References to supporting materials in the responses are encouraged; however, supporting materials should be neatly organized and indexed to allow easy location of the specific references. The entire response to the RFP may not exceed what can be included in one 2" three-ring binder or electronic equivalent.

**Google & SADA Systems:**

Project Prerequisites

The prerequisites prior to starting this project include elements common to most service-oriented delivery engagements, as well as some that speak to this project's unique needs/objectives. Some of those elements include establishing all appropriate service/licensing agreements and the mutually agreed upon and commitment of resources to the project's objectives to validate and execute the proposal. Identifying critical functionalities, processes or operational needs are also a critical requirement for the client that will ultimately determine the success of the project.

These project prerequisites are:

- A signed Master Services Agreement (See Attachments)
- Agreement that the Google licenses subscription(s) is/are completed through SADA as the reseller.
- An internal client-commitment, equivalent to SADA's own resource outlay, devoted entirely to project success.
- A signed End User License Agreement (See Attachments, applies only if licensing a SADA software product, or software as a service offering)

- A signed Maintenance & Support Agreement (See Attachments, applies only if licensing a SADA software product, or software as a service/hosted offering).

Specific prerequisites – such as environment needs, etc. are detailed further, herein.

Project Objectives

The following details SADA Systems, Inc's approach to this project.

- Migration to Google Apps
- Provision Google Apps Government Edition accounts
- Deploy Google Apps
- Shared Mailbox Deployment Strategy
- Dual Delivery
- User Identity Management and Authentication
- Identity Management Strategy
- SADA will implement Google Apps Directory Sync
- Authentication
- Option One: SADA's Web SSO Solution for Google Apps with Password Sync

Without these solutions, users would have to be provisioned manually, and will potentially have two sets of credentials - one for the domain, and another for Google Apps.

Discovery/Planning

SADA's Google Apps deployment team will conduct the necessary discovery and testing of client's existing infrastructure, and gather all information needed to conduct a successful project.

It should be anticipated that Client involvement and engagement during this stage of the project is relatively high and requires devoted resources. Activities such as data entry, data validation, meetings, conference calls, and a variety of other administrative or technical remediation activities are not uncommon.

Provisioning

Upon purchase of Google licensing, SADA will work to provision Google Apps Premier Edition account and begin the initial Google Apps account set-up, including set-up / import of Client's initial group of account users.

Configuration/Go Live

The end result of all project activities is the successful and smooth hand-off of the product to end users. SADA's deployment team will start with the configuration of Dual delivery for users via forwarding from legacy email system to Google Apps domain. Following the project plan, SADA's engineers will, working with

client, oversee the configuration of DNS records, such as MX, CNAME, and A records, leading to the final cutover date.

Change Management

In addition to training and communication activities detailed later in this document, SADA will work with client to pro-actively and successfully communicate to end users the hows, whys, whats, wheres and whens of the move to Google Apps. Using proven material and methodologies, leveraging the Google brand, we will make the process one that is both pain-free as well as an extremely positive experience for end users. This includes deployment and customization of Google Sites that are used by end users as pre- and post-launch training resources and developing communication templates.

Shared Mailbox Deployment Strategy

Client currently uses a number of "Shared Mailboxes" for various use cases such as ad sales, payments, etc. where information is emailed by the public to mailboxes where various Client personnel have access; to follow up on requests, orders, group discussions, etc. SADA will work with client to develop a strategy to achieve the same objectives using Google Apps.

Please note that the scope of this activity applies to consulting services only and does not include the development of any application, script, software or utility for the creation, management or use of shared mailboxes

Google Apps Directory Sync

With Google Apps Directory Sync, you can automatically provision users, groups and non-employee contacts based on the user data in your Microsoft Active Directory server. Google Apps Directory Sync connects to your Google Apps directory and adds/deletes user accounts to match your existing organizational schema.

The Google Apps Directory Sync configuration wizard guides you through customizing your synchronization and mapping of your Active Directory user list to your Google Apps users, nicknames, shared contacts and groups. You can also synchronize rich user profile data like home/work/mobile phone numbers, addresses and job titles. To manage your synchronization, you can perform test synchronizations, and configure change limits, notifications, and scheduled synchronizations.

Key benefits:

- Synchronizes your Google Apps user accounts to match user data in your Active Directory server.
- Supports sophisticated rules for custom mapping of users, groups, non-employee contacts, rich user profiles, aliases, and exceptions.
- Performs a one-way synchronization. Data on your Active Directory server is never updated or altered.

- Runs as utility in your server environment. No machine outside your perimeter accesses your Active Directory server data
- Includes extensive tests and simulations to ensure correct synchronization.
- Includes all necessary components in the installation package.

System requirements:

- LDAP servers: Microsoft Active Directory, Lotus Domino, and most generic Open LDAP servers.
- Operating systems: Windows XP (SP2) / 2003 / Vista, Linux, or Solaris (version 8+, no support for x86)

Prerequisites:

- Read and execute administrative access over to your LDAP server.
- Experience with LDAP queries and servers.

SADA will work with client project team to deploy Google Apps Directory Sync across all Active Directory servers.

Authentication Strategy

SADA's Web Single Sign-On Service for Google Apps

SADA will deploy a Single Sign-On page which allows users to log into Google Apps with the same credentials already in the Active Directory server.

The use of a custom log-in page for Google Apps allows the Client's organization to:

- Manage all users from the existing LDAP based data system.

All communication between our system and the Client's servers is fully secure and encrypted.

SADA sets up a custom log-in page for the Client's users based on the branding standards provided by the Client. This custom page would reside on infrastructure provided by the Client.

Synchronizing user passwords between Google Apps and User Data Store

We have identified an ideal authentication mechanism that allows a seamless experience for users AND administrators to leverage AD & SSO without compromising user data store administration, behavior and policies.

SADA modifies the existing SSO code by adding a synchronization module. The module works in the following way:

1. A user attempts to access a Google web application (Gmail, Calendar, Start Page, etc).

2. Google redirects user to the SSO page.
3. User signs in to the page using his/her AD account
4. If AD authentication succeeds, the synchronization module captures the password that the user typed in and sends this password to Google Apps using an API Update call.

Mobile Device Support

Google provides a free, robust application for a variety of mobile devices that allows users to access their Google Apps email accounts. The application includes features such as being able to switch between Gmail accounts, create mobile drafts of messages, and view message attachments, including photos, Microsoft Word documents and PDF files. The application supports devices such as BlackBerry, iPhone, Android OS, Windows Mobile and several other platforms.

SADA will assist Client in the deployment of mobile device solutions for Google Apps by providing instructional material for devices as selected by Client as well as providing support to Client's IT staff during this process. Please note that the scope of this deliverable does not include SADA setting up individual devices for Client.

Configure and Install Google Apps plugin for BlackBerry Enterprise Server

In partnership with RIM, Google has developed an add-on to BlackBerry Enterprise Server which allows an administrator to manage BlackBerry mobile devices with Google Apps identically as they would with Exchange. SADA will implement and allow client to test this functionality.

Requirements

To avoid performance problems and system conflicts, install the Google Apps Connector along with the BlackBerry Enterprise Server on a dedicated server with no other applications installed or running.

Important: The Google Apps Connector is tested with BlackBerry Enterprise Server version 4.1.7 MR3, BlackBerry Enterprise Server 5.0.2, and BlackBerry Enterprise Server Express 5.0.2.

System requirements:

For up to 500 users per server:

- Google Apps: Google Apps for Business or Education
- Server: Quad Core Intel® Pentium® IV processor (2GHz or greater)
- Memory: 8 GB RAM
- OS: Microsoft Windows 2003 SP2 or 2008 SP2.
- Disk Space: 1 GB per user (in addition to Windows requirements)
- BlackBerry Enterprise Server: BlackBerry Enterprise Server 4.1.7 MR3 or 5.0.2.
- Database: Microsoft SQL Server (required)

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For up to 30 users per server on BlackBerry Professional Software:

- Google Apps: Google Apps for Business or Education
- Server: Intel® Pentium® IV processor (2GHz or greater)
- Memory: 2 GB RAM
- OS: Microsoft Windows 2003 SP2 or 2008 SP2
- Disk Space: 1 GB per user (in addition to Windows requirements)
- BlackBerry Professional Software: BlackBerry Enterprise Server Express.
- Database: Microsoft SQL Server (optional)
- Archiving and Discovery

SADA recommends the use of Google Archiving and Discovery, a solution that allows you to manage email retention with a centralized, searchable archive so you can locate email quickly in the event of legal discovery.

- Capture and index all of your organization's email and attachments in a centralized repository
- Store email in redundant and secure Google data centers, creating a reliable, offsite backup
- Search your archive using parameters such as date range, sender, recipient, subject and content
- Place search results on litigation hold to preserve messages beyond their retention periods
- Export search results to PST or MBOX format for further review and analysis
- Integrated spam and virus filtering included

Further, SADA recommends the use of Google Message Encryption service, powered by Postini, provides on-demand message encryption for your organization to securely communicate with business partners and customers according to security policy or on an "as needed" basis.

Without the complexity and costs associated with legacy on-premises encryption technologies, Google Message Encryption service makes encrypting email messages easy and affordable. The policy-based solution enables your organization to send encrypted email to any recipient.

Configuration

Purchase of Configuration is mandatory with license purchase. It includes the following:

- Set up Email Configs/User Orgs
- User Provisioning for Alpha
- Set up Split/Dual Delivery
- Google Archiving and Discovery configuration
- Set up Google Apps Directory Sync for Google Archiving and Discovery and Email Security
- Outbound servers/Appliances
- Content filters
- Admin Walkthrough

Communication Planning and Training Elements

SADA will create an outline for strategies for user adoption and training of Google Tools and Resources (such as Google Sites and Google Sheets and Docs) to assist users, drive user adoption and assess pilot results.

SADA has developed the use of Google Sites as a unique project collaboration platform and communication tool during Google deployment pilots. Additionally the Google Site becomes a training resource for users. SADA gathers and develops Google related content (including videos) organized in a wiki style fashion that is easily available to users. As a data collection tool, SADA makes use of Google Spreadsheet Forms as an easy to use survey/success criteria measurement tool.

Ultimately SADA is using Google Apps to drive user adoption and facilitate training of Google Apps within your organization. We have found this to be a very effective way of achieving project objectives with respect to training, user adoption and change management.

The following represents a sample outline of a communication planning program and activities:

- Change Management Review Strategy
- Review of existing OCM strategy, plans, and Change Agent categories
- Stakeholder interviews
- Support development of overall plan, Communications Plan and specific Campaigns
- Integration with Training Plan
- High Level Schedule/Plan
- Change Agent Plan
- Communications Plan
- Communications Content Development
- Sample Communications Creation
- Campaign definition
- Event deliverable creation
- Communications/Campaign Materials Deliverables List
- Communications Assets (Deliverables, TBD, ongoing creation)
- Branding Strategy and Creatives Development Support
- Branding Strategy creation
- Advise Creatives Development
- Branding Strategy/Plan
- Branding Campaign Definition Document(s)
- Plan Management
- Communications Plan Management
- Replanning and plan tuning
- Weekly Status Reports (Weekly, Ongoing)
- Revised plans as needed

Training

SADA will prepare custom training materials, and conduct in-person and online webinar-style training sessions for Client employees. SADA's training strategy includes the use of Google Apps tools to train users on Google Apps tools. The objective is to make the transition for Client users as painless as possible.

Objectives

- Ease transition for end-users, and increase end-user satisfaction.
- Empower HelpDesk to take and respond to end-user requests from day one.
- Prepare System Administrators to be able to manage basic admin elements.
- Ease migration for Mobile users.

Strategy

- Create hype and excitement amongst end-users about the move to Google Apps.
- Communicate the reasons behind the migration.
- Recruit internal Google Guides who act as cheerleaders, as well as a level of technical support (and potentially additional training).
- Utilize a comprehensive Google Site which will contain all relevant messaging and training information and materials.
- Offer training on-site / classroom style, remote webinars (which can host up to 1000 people per session) and online videos.
- Set-up Google Moderator to create an escalation point for concerns, and allow us to best answer whichever REAL concerns coming directly from end-user.

Implementation Non Recurring Costs

SADA's implementation and Project Management services are:

1.) Project Management

Client will have an assigned SADA Senior Project Manager and Senior Engineer for the project.

The SADA Project Management process includes the following:

The assigned Project Manager is responsible for all coordination, scheduling, resources, creating the project plan and overall execution of the project.

The Project Manager acts as a liaison and escalation point where necessary between client and SADA team members including engineers, developers, trainers, deployment specialists, account manager and SADA

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executive sponsors. Additionally the project manager serves as such with other partners in the project such as Google and it's deployment and technical teams.

The Project Manager also develops and collects best practices and as shares these in a consultative manner with the client.

SADA uses a variety of tools including Google Apps to manage its projects. SADA's team includes experienced project managers, engineers and developers with various certifications. Line item for project management includes weekly team status meetings, consultations and all project scheduling/planning/management activities.

Project Scope

Projects are subject to a variety of interdependent activities and the conditions/factors at hand, and as such, are prone to scope creep/slippage when not closely managed. Furthermore, SADA handles all project tasks under the premise that time is of the essence. SADA's expectations revolve heavily around Client's extremely close engagement during such a collaborative project. The following considerations are all relevant if some/all responsibilities listed below aren't fulfilled or assumptions prove inaccurate:

Delayed project milestone or delivery timeline slippage/interruptions.

Staff or other resource's time/availability management and conflict resolution may increasingly become more burdensome. Our resources are carefully scheduled for specific intervals/periods throughout this project. Rescheduling and availability is solely at SADA discretion.

The elements of this SoW are structured as flat rates with not-to-exceed pricing. As the project progresses, moves, adds or changes (MACs) may take place warranting additional professional service fees accompanied by the necessary Change Orders as described in the Project Change Orders" section below.

Project-specific Change Orders

Any additional cost or credit to Client resulting from a change in the scope of work shall be by mutual agreement of Client and SADA. Any moves/adds/changes affecting project time/duration, material deliverables, or staffing resources will not be included in this project unless explicit written concessions to such changes are approved by SADA, in writing, in advance of the change order work commencing. Upon identification of any move, add or change request, SADA will produce a Change Order form, proposal amendment, or an entirely new proposal based on the nature/scope of the request.

To change or modify the scope of this proposal, please contact the designated SADA Account Representative or Project Manager. Upon collection of the necessary details, SADA will provide Client a written document detailing the request and new terms accordingly, for immediate approval. Approval by Client of requested changes must occur in writing, and is accepted by hard copy, fax or electronically by way of scanned document, digital signature or written email from an authorized project contact.

Whenever there is a conflict between the terms and conditions set forth in a fully signed Change Order and those set forth in this SoW or a prior fully signed Change Order, the terms and conditions of the most recent fully signed Change Order shall prevail.

General Project Scope Terms and Conditions

Client agrees that the scope of this project is strictly limited to those deliverables and services noted herein and as such define the scope of this project. Client further agrees that any requests for additional services or substantial modifications to the deliverables and scope as detailed in this document will require SADA Systems to quote additional fees for such services through the submission of a change order; the execution and implementation of such requests would not occur until the full approval and agreement of both SADA Systems, Inc. and client is secured.

Project Management and Deployment $97,500.00

1.1) E-mail Data Migration

SADA Systems has developed its own software tools and extensive expertise to migrate contacts and calendar items from GroupWise to Google Apps. These tools have already been successfully deployed and utilized in many GroupWise migration projects. Thus, SADA Systems can confidently offer comprehensive migration capabilities that cover all the information important to users.

Google provides a rich set of free migration tools and APIs which allow you to both migrate data into and out of its services. Migrations may be initiated from either client- or server-platforms.

Administrators/Server-side:

- Google Apps Migration for Microsoft Exchange & Novel GroupWise. Migrate mail, calendar, and contacts from your Mail Server to Google Apps. You can also migrate data from PST files and emails from IMAP servers (Novell GroupWise, Cyrus, Dovecot, Courier and Gmail) using this tool.
- IMAP mail migration. Enables domain administrators to transfer the existing contents of users' mailboxes from an IMAP server to Google Apps. Typically, administrators select this option when migrating many mailboxes at once.
- Email Migration API. You can enable this API for your domain in the Advanced tools section of the control panel.
- Partners provided additional tools and methodologies to support virtually any type of migration.

Individual users/Client-side:

- Gmail's Mail Fetcher is configured with each user's email account (rather than in the Google Apps control panel) and allows your users to fetch mail from both Gmail and non-Gmail accounts. Fetched mail is inserted into your users' Google Apps Email accounts. With this method, migration is performed on a user-by-user basis.
- Google Email Uploader for Mac is a desktop utility that runs on Mac OS X, and uploads email archives from Apple Mail, Eudora, Thunderbird, as well as exported Entourage mail and other mbox and Maildir archives to your Google Apps mailbox.

- Google Email Uploader is available for all editions of Google Apps.

For more information, please consult:
http://www.google.com/support/a/bin/answer.py?hl=en&answer=57920

E-mail Data Migration $117,995.00

1.2) Calendar/ Resources Data Migration

SADA Systems has developed its own software tools and extensive expertise to migrate contacts and calendar items from GroupWise to Google Apps. These tools have already been successfully deployed and utilized in many GroupWise migration projects. Thus, SADA Systems can confidently offer comprehensive migration capabilities that cover all the information important to users.

Calendar/ Resources Data Migration $97,995.00

1.3) Address List Data Migration
SADA's GAL Sync Tool

- Global Address List Sync
- GroupWise to Google Apps

SADA Systems has developed a tool that will make the Global Address List (GAL) that is stored in the existing LDAP server available to Google Apps users.

Description

SADA System's GAL Migration Tool consists of two parts: Shared Contacts sync and User Profiles sync. The Shared Contacts and User Profiles information appears in Contacts under the client's Directory. Information is synchronized one-way only, from LDAP to Google Apps.

The tool can be configured to synchronize only Shared Contacts, only User Profiles, or both.

The tool is executed in the command line and can be scheduled to run on predetermined intervals (every 24 hours).

Address List Data Migration $27,999.00

1.4) Integration w/State Directory Services

Google Apps Directory Sync (for User info) Installation & Configuration
Google Apps Directory Sync(GADS)

With Google Apps Directory Sync, you can automatically provision users, groups and non-employee contacts based on the user data in your Microsoft Active Directory server. Google Apps Directory Sync connects to your Google Apps directory and adds/deletes user accounts to match your existing organizational schema.

The Google Apps Directory Sync configuration wizard guides you through customizing your synchronization and mapping of your Active Directory user list to your Google Apps users, nicknames, shared contacts and groups. You can also synchronize rich user profile data like home/work/mobile phone numbers, addresses and job titles. To manage your synchronization, you can perform test synchronizations, and configure change limits, notifications, and scheduled synchronizations.

Key benefits:

- Synchronizes your Google Apps user accounts to match user data in your Active Directory server.
- Supports sophisticated rules for custom mapping of users, groups, non-employee contacts, rich user profiles, aliases, and exceptions.
- Performs a one-way synchronization. Data on your Active Directory server is never updated or altered.
- Runs as utility in your server environment. No machine outside your perimeter accesses your Active Directory server data.
- Includes extensive tests and simulations to ensure correct synchronization.
- Includes all necessary components in the installation package.

The Google Apps Directory Sync tool is free. At client's option, SADA will implement tool on current infrastructure.

SADA's Single Sign On + Sync (for credentials) installation & Configuration

Single Sign-On service

SADA will deploy a Single Sign-On page which allows users to log into Google Apps with the same credentials already in the LDAP server.

On-Premise Single Sign-On Services:

- This option of our Single Sign-On Services Solution functions exactly as the hosted version however our application and custom page would reside on infrastructure provided by the Client.

Synchronizing user passwords between Google Apps and User Data Store

We have identified an ideal authentication mechanism that allows a seamless experience for users AND administrators to leverage LDAP & SSO without compromising user data store administration, behavior and policies.

SADA modifies the existing SSO code by adding a synchronization module. The module works in the following way:

- A user attempts to access a Google web application (Gmail, Calendar, Start Page, etc).
- Google redirects user to the SSO page.
- User signs in to the page using his/her LDAP account
- If LDAP authentication succeeds, the synchronization module captures the password that the user typed in and sends this password to Google Apps using an API Update call

Integration w/State Directory Services	*$98,985.00*

1.5) State Application Changes

A discovery phase will be required in order to determine this. The discovery phase will not exceed $99,000.00 in pursuit of estimating and outlining the State Application Changes. All implementation/migration of changes will be separate.

State Application Changes	*Up-to $99,000.00*

1.6) Employee Training

1 Curriculum Development $7,800.00

1 Online Video Resource Center (Site) Development $4,350.00

3 Phase 1 - On Site Sessions 4hours $1,295.00 (ea.)

3 Phase 1 - Webinar 4 hours $995.00 (ea.)

8 Phase 2 - On Site Sessions 4hours $1,295.00 (ea.)

8 Phase 2 - Webinar 4 hours $995.00 (ea.)

3 Phase 3 - On Site Sessions 4hours $1,295.00 (ea.)

2 Travel Days - Phase 1 $1,560.00 (ea.)

2 Travel Days - Phase 2 $1,560.00 (ea.)

2 Travel Days - Phase 3 $1,560.00 (ea.)

Employee Training $50,585.00

2.) E-Mail / Calendar / Schedule cost per User

Google Apps for Government License fee $40.00/user /year for a 3 year agreement up-front

- Secure – Google data centers are engineered by leading security experts & FISMA certified. With best-in-class disaster recovery at no extra cost.
- Gmail for your agency – 25GB storage, less spam, & 99.9% uptime. With email security powered by Postini. Easy integration with Microsoft Outlook.
- Google Calendar – Agenda management, scheduling, shared online calendars and mobile calendar sync.
- Google Docs – Documents, spreadsheets, and presentations. Collaborate in real-time without attachments.
- Google Sites – Secure, coding-free web pages for intranets and team managed sites.
- Video – Secure video sharing – like your own private YouTube. Support agency training programs, and add a personal touch to employee communications.

For a single year agreement license cost per user is $45.00/user/year

MSRP: $50.00/user/year

E-Mail / Calendar / Schedule cost per User : 3 year total for 20,000 users is $2,400,000.00

-- OR --

E-Mail / Calendar / Schedule cost per User : 1 year total for 20,000 users is $860,000.00

(3yr option savings: $180,000.00)

3.) Online Application Suite cost per User

Included in e-mail/calendar/schedule cost per user

Online Application Suite cost per User $0.00

4.) Archiving cost per User

Included in e-mail/calendar/schedule cost per user

Archiving cost per User $0.00

5.) e-Discovery cost per User

Postini A&D 10 $19.80/user /year for a 3 year agreement up-front

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- Store email for as long as you need it
- Safely preserve email in Google's highly secure data centers, ensuring a reliable & redundant off-site backup. Apply retention rules to comply with your organization's policies and apply message holds to preserve specific emails when required.
- Locate email quickly
- Search your archives on-demand by date range, sender, recipient, subject, content, or a range of other parameters. Export search results in MBOX or PST formats.
- Benefit from cloud scalability
- Store virtually unlimited amounts of email without adding any additional hardware.
- Make your email more secure
- Google Message Discovery includes all of the security features of Google Message Security, including anti-spam and anti-virus filters, content policies and encryption.
- Rapid deployment, easy maintenance
- Google Message Discovery doesn't require any hardware installation and is managed through a simple web interface. Services are SAS 70 Type II audited and monitored by Google around the clock.

For a single year agreement license cost per user is $26.00/user/year

MSRP: $33.00/user/year

One-time upfront configuration

3 year total for 20,000 users is	**$1,188,000.00 + $13,999.00**

--OR--

1 year total for 20,000 users is	**$520,000.00 + $13,999.00**

(3yr option savings: $668,000.00)

6.) Instant Messaging cost per User

Included in e-mail/calendar/schedule cost per user

Instant Messaging cost per User	**$0.00**

7.) Mobile synchronization cost per User

Included in e-mail/calendar/schedule cost per user

Mobile synchronization cost per User	**$3,995.00**

8.) BES synchronization cost per User

Google Apps Plug-in for BES

In partnership with RIM, Google has developed an add-on to BlackBerry Enterprise Server which allows an administrator to manage BlackBerry mobile devices with Google Apps identically as they would with Exchange. SADA will implement and allow client to test this functionality.

$21,696.00 for all users

9.) Audio/Video Conferencing cost per User

Included in e-mail/calendar/schedule cost per user

Audio/Video Conferencing cost per User $0.00

10.) Administrative Tool Costs

SADA's Google Quickstart

Administrative Tool Costs $17,595.00

11.) Added Storage Cost per GB

E-discovery cost allows for unlimited storage.

Added Storage Cost per GB $0.00

12.) Other Optional Cost Items

12.1.) Dual Delivery

Highly Recommended to aid in minimizing downtime throughout the data migration increasing business continuity.

Dual Delivery $11,995.00

12.1.) Google Message Encryption (GME).

For a minimum order of 10,000 seats, GME price to reseller is $12.88 per user per year.

Google Message Encryption

Ensure legal and best practice compliance by encrypting messages containing sensitive information. Build customer and partner confidence and reduce financial and brand risks.

Protect sensitive data during transmission

Automatically encrypt messages that contain confidential or protected information.

Manage Content Policies

Create content based policies to help comply with GLBA, HIPAA, PCI DSS and data privacy regulations.

Automate encryption

Inspect emails and attachments and apply encryption policies based on content. Use predefined lexicons to enable automatic encryption of policy-controlled content.

Analyze and document encryption history

Produce reports showing encrypted messages and policy enforcement.

1 year	$200,000.00
3 year	$510,000.00

Total

1 year total	$ 2,140,634.00
3 year total	$ 4,658,634.00

SADA's Web Single Sign-On for Google Apps

System Requirements

Important Deployment Consideration

The hardware on which our tools reside on is *Mission Critical* - if it fails, then all provisioning and SSO processes will cease to function, and users will not be able to access Google Apps.

Similarly, the same applies to your Active Directory, LDAP based or other identity management service on which Google Apps may depend in a typical SSO deployment. If the primary authentication source fails, users will be unable to authenticate their credentials against this data source, thus preventing log-in to their Google Apps account.

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The workaround in such an event is to disable SSO in the Google Apps Admin Dashboard, following which users may log into Google Apps via the Google Apps log in page with their Google account credentials.

Hardware Requirements

Option A: Use an existing server - Virtual or Physical, which is already performing another role, but has similar specs.

Option B: Procure a new server, or provision a Virtual Server.

Base Requirements:

- CPU: Single Processor, Intel Pentium or compatible, 2 GHz or higher
- Memory: 2GB of RAM
- 25GB of HD space

Minimal recommended redundancies: (again, akin to any production server set-up:)

- Battery backups.
- Daily data backups or snapshot images.
- Redundant (RAID 1, RAID 5, etc...) Hard Drives (if physical server)

Other redundancies:

- Server can be in fail-over / load-balanced environment.

Software/System Requirements

NOTE: SADA can configure said server with all of these elements, if we are granted access, at no additional cost to the client.

1. Server environment for application to reside in.
   a. Apache 2.0 web server or Internet Information Services (IIS) 5.1 or later
   b. PHP 5.x with OpenLDAP, OpenSSL , FreeTDS and XML extensions.
2. Ability to grant us access to that server for installation.
3. Ability to help filter and configure appropriate settings for our system to reach user data source for user data.

Google Apps Directory Sync:

- A Google Apps domain running Premier Edition, Partner Edition or Education Edition. Google Apps Directory Sync is not available with Standard Edition or Team Edition of Google Apps.
- An administrator account on your Google Apps domain.
- User APIs enabled on your Google Apps domain.

- A server on which to install Google Apps Directory Sync, running Microsoft Windows (tested on XP and Vista), Linux or Solaris (version 8+, no support for x86).
- At least 5GB of disk space for log files and data. If you are running with DEBUG or INFO level of logging, you may need more free space than this for additional log data.
- At least 256MB of free RAM. At least 1GB of free RAM is suggested if you have less than 10,000 users, or 2GB of free RAM if you have more than 10,000 users. For very large organizations (over 250,000) further tuning may be needed.
- An LDAP server with user information which is accessible to the directory sync utility. All versions of the LDAP protocol are supported.
- Network access to your LDAP server. You do not need to run the directory sync utility on your LDAP server.
- Read and execute administrative access over the appropriate OU structure of the LDAP server.
- Network access to the Google Apps through HTTPS, directly or through a proxy server.
- A mail server able to accept and relay notifications from the directory sync utility.

Exceptions

Section 8: Contacts and Submission Information and Timeline

8.1 Submission Requirements

Proposals must be received by the posted due date and time. Proposals received after the deadline will be late and ineligible for consideration.

Google & SADA Systems:

Acknowledged.

8.2 Preferred Method for Submitting a Proposal

The bid proposal must be received by the posted due date and time. Proposals received after the deadline will be late and ineligible for consideration.

The preferred method of submitting your proposal is electronically through BidSync. BidSync is available at BidSync is at the following Internet URL:

http://purchasing.utah.gov/vendor/bid.html

However, if you alternatively choose to submit your proposal in hard copy format, Respondents must submit, one original and six (6) identical copies of your technical proposal, and one copy of the price bid (submitted in a separate envelope marked "**Price Bid**") must be received at the State of Utah Division of Purchasing, 3150 State Office Building, Capitol Hill, Salt Lake City, Utah 84114, prior to the closing date and time specified. Proposals received after the deadline will be late and ineligible for consideration.

If sending via United States Postal Services (USPS), please mail to the State of Utah Division of Purchasing, P.O. Box 141061, Salt Lake City, Utah 84114-1061.

Google & SADA Systems:

Acknowledged.

8.3 Questions about the RFP

All questions must be submitted through BidSync. Answers will be provided via the BidSync site. Questions received after November 30, 2010, may not be answered

Google & SADA Systems:

Acknowledged.

8.4 Discussions with Respondents (Oral Presentation)

An oral presentation by the Respondent to clarify a proposal may be required at the sole discretion of the State. However, the State may award a contract based on the initial proposals received without discussion with the Respondent. If oral presentations are required, they will be scheduled after the submission of proposals. Oral presentations will be made at the Respondent's expense.

Google & SADA Systems:

Acknowledged.

8.5 Respondent's Response to the Proposed Terms and Conditions

Respondent proposals must either:

(1) Indicate Respondent acceptance of the State and DTS Terms and Conditions exactly as presented in this RFP;

or,

(2) If the Respondent is proposing different terms and conditions, the Respondent proposal submitted in response to this RFP must specifically list word for word the Respondent's proposed wording for the specific Terms and Conditions change requested as the Respondent would like them to read.

Respondents must also submit any Respondent agreements that the State may be expected to sign with the contract, so they can be incorporated into contract documents. This includes Software License Agreements, Software Support Agreements, Professional Services Agreements, and any other Respondent agreements that the State may need to sign.

Google & SADA Systems:

Please reference End User License Agreement as well as Master Services Agreement at the end of this response in Appendix D.

8.6 State's Option to Reject Proposals with Material Terms and Conditions Deviations

If the Respondent's proposed terms and conditions materially deviate from the proposed State and DTS contract terms and conditions, the State of Utah reserves the right to reject the Respondent's proposal for this reason, and make the contract award to the next highest scoring Respondent's proposal.

Google & SADA Systems:

Acknowledged.

8.7 Proprietary Information

The Government Records Access and Management Act (GRAMA), *Utah Code*, Subsection 63G-2-305, provides in part that:

... the following records are protected if properly classified by a government entity:

(1) trade secrets as defined in Section 13-24-2 if the person submitting the trade secret has provided the governmental entity with the information specified in Section 63G-2-309 (Business Confidentiality Claims);

(2) commercial information or non-individual financial information obtained from a person if:

(a) disclosure of the information could reasonably be expected to result in unfair competitive injury to the person submitting the information or would impair the ability of the governmental entity to obtain necessary information in the future;

(b) the person submitting the information has a greater interest in prohibiting access than the public in obtaining access; and

(c) the person submitting the information has provided the governmental entity with the information specified in Section 63G-2-309;

(6) records the disclosure of which would impair governmental procurement proceedings or give an unfair advantage to any person proposing to enter into a contract or agreement with a governmental entity, except that this Subsection (6) does not restrict the right of a person to see bids submitted to or by a governmental entity after bidding has closed; ....

To protect information under a Claim of Business Confidentiality, the Respondent must:

- provide a written Claim of Business Confidentiality at the time the information (proposal) is provided to the State, and include a concise statement of reasons supporting the claim of business confidentiality (Subsection 63G-2-309(1)); and,

- submit an electronic "redacted" (excluding protected information) copy of your proposal response. The copy must clearly be marked "Redacted Version."

A Claim of Business Confidentiality may be appropriate for information such as client lists and non-public financial statements. Pricing and service elements may not be protected. An entire proposal may not be protected under a Claim of Business Confidentiality. The claim of business confidentiality must be submitted with your proposal on the form which may be accessed at:

http://www.purchasing.utah.gov/contract/documents/confidentialityclaimform.doc

To ensure that the information is protected, the Division of Purchasing asks the Respondent to clearly identify in the Executive Summary, and in the body of the proposal, any specific information for which a Respondent claims business confidentiality protection, as "PROTECTED."

All materials submitted become the property of the State of Utah. Materials may be evaluated by anyone designated by the State as part of the proposal evaluation committee. Materials submitted may be returned only at the State's option. In non-legal terms, this means that the Utah State Procurement Board's decision to make all proposals (not just the winning Respondent's proposal) public information is applicable to the Respondent's proposal submitted in response to this RFP.

Google & SADA Systems:

Acknowledged.

8.8 Background Investigation

The respondent must, at the discretion of the State, facilitate the State's performance of criminal history, background investigation, and fingerprint checks of any individual utilized by the respondent, for on-site services, including managerial and supervisory personnel retained by the respondent for the performance of the contract, to be conducted by the Utah Department of Public Safety. Failure to satisfactorily pass these investigations may subject any and all employees, sub-respondents, agents, partners, or other relationships of the successful respondent to removal from the project or any other appropriate action up to and including contract termination, at the discretion of the State.

Google & SADA Systems:

Acknowledged.

8.9 Bidders Conference and Timeline

8.9 Bidder's Conference   December 7, 2010

A bidder's conference will be held for potential Respondents at the place and time specified. The purpose of this conference is to allow prospective Respondents an opportunity to ask questions regarding the contents of the RFP. Due to space limitations, representation will be limited to two persons per Respondent. Attending the

bidder's conference in person is optional, however, all potential Respondents are required to participate in the conference, either in person or by conference call (Conference Call #866-427-0083, Room Number:*9567048*). The bidder's conference will be conducted at 10:00 am, at 1 State Office Building, 6th Floor, Salt Lake City, Utah, 84114 in the Executive Conference Room.

Respondents are requested to submit their questions in writing by Wednesday, December 1, 2010. Questions must be submitted through BidSync. The State will attempt to make responses to questions received by the deadline available to attendees at the bidder's conference.

Verbal and written questions will be permitted at the conference. Written responses to questions will be sent to all Respondents who attend. The written responses will be sent no later than five working days after the bidder's conference. Respondents should clearly understand that the only official answers or positions of the State will be those stated in writing. Additional Respondent questions may be submitted through December 1, 2010 using BidSync.

Google & SADA Systems:

Acknowledged.

8.9.1 Timeline

The timeline that follows is anticipated and may vary depending upon the complexity and time required to evaluate respondent proposals.
- Final RFP Questions Due: December 1, 2010
- Respondent Proposals Due: January 18, 2011
- Anticipated Oral Presentations: March 2011 (If needed)
- Proposals Scored: 30-60 Days

Google & SADA Systems:

Acknowledged.

Pricing of Vendor Proposals

Requirements for cost proposals and cost summaries are detailed below.

Pricing information should clearly indicate the costs to provide all of the requirements from Section 4.0 through 5.0 of the RFP. Respondents may optionally provide a separate pricing schedule to provide features and services for other desirable capabilities.

Where required items are dependent on other optional capabilities, these dependencies should be clearly identified.

It is anticipated that overall implementation will be in the range of 20,000 to 30,000 users. Pricing should be based on that range of users. Respondents must clearly delineate non-recurring and optional costs, from ongoing costs. Cost summaries must include all of the items in the following Cost Table for a five year period.

2.6.1 Cost Summary Table

Description	Unit Cost	Year 1	Year 2	Year 3	Year 4	Year 5
1. Implementation Non Recurring Costs						
· **Project Management and Deployment**	SADA's implementation and Project Management services are $97,500.00 For a Google Technical Account Manager (TAM) – optional - $60,000.00/year	Google TAM (optional) $60,000.00	Google TAM (optional) $60,000.00	Google TAM (optional) $60,000.00	Google TAM (optional) $60,000.00	Google TAM (option al) $60,000.00
· **Email Data Migration**	$117,995.00	n/a	n/a	n/a	n/a	n/a
· **Calendar/ Resources Data Migration**	$97,995.00	n/a	n/a	n/a	n/a	n/a
· **Address List Data Migration**	SADA's GAL Sync Tool including Maintenance & Support $27,999.00	n/a	n/a	n/a	n/a	n/a
· **Integration w/State Directory Services**	Google Apps Directory Sync (for User info) Installation & Configuration + SADA's Single Sign On + Sync (for credentials) installation & Configuration including	n/a	n/a	n/a	n/a	n/a

This proposal valid for 180 days post January 25, 2011 submission.

	Maintenance & Support $98,985.00					
· State Application Changes	A discovery phase will be required in order to determine this. The discovery phase will not exceed $99,000.00 in pursuit of estimating and outlining the State Application Changes. All implementation/migration of changes will be separate.	n/a	n/a	n/a	n/a	n/a
· Employee Training	1 Curriculum Development $7,800.00

1 Online Video Resource Center (Site) Development$4,350.00

3 Phase 1 - On Site Sessions 4hours $1,295.00 (ea.)

3 Phase 1 - Webinar 4 hours $995.00 (ea.)

8 Phase 2 - On Site Sessions 4hours $1,295.00 (ea.)

8 Phase 2 - Webinar 4 hours $995.00 (ea.)

3 Phase 3 - On Site Sessions 4hours $1,295.00 (ea.)

2 Travel Days - Phase 1 $1,560.00 (ea.) | n/a | n/a | n/a | n/a | n/a |

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	2 Travel Days - Phase 2 $1,560.00 (ea.) 2 Travel Days - Phase 3 $1,560.00 (ea.) **Training Subtotal $50,585.00** **Sales Tax Included** **Training Total $50,585.00**					
2. e-Mail/Calendar/Sched ule cost per User	**Google Apps for Government License fee $40.00/user/year for a 3 year agreement up-front** **For a single year agreement license cost per user is $45.00/user/year** MSRP: $50.00/user/year **3 year total for 20,000 users is** **$2,400,000.00** **(3yr option savings: $180,000.00)** **1 year total for 20,000 users is** **$860,000.00**	3 year total for 20,000 users is n/a 1 year total for 20,000 users is $860,000	3 year total for 20,000 users is n/a 1 year total for 20,000 users is $860,000	3 year total for 20,000 users is n/a 1 year total for 20,000 users is $860,000	3 year total for 20,000 users is $2,400,00 (3yr option savings: $180,000) 1 year total for 20,000 users is $860,000	3 year total for 20,000 users is n/a 1 year total for 20,000 users is $860,00 0
3. Online Application Suite cost per User	Included in e-mail/calendar/sched ule cost per user $0.00	n/a	n/a	n/a	n/a	n/a
4. Archiving cost per User	Included in e-mail/calendar/sched	n/a	n/a	n/a	n/a	n/a

	ule cost per user $0.00					
5. e-Discovery cost per User	Postini A&D 10 $19.80/user/year for a 3 year agreement up-front For a single year agreement license cost per user is $26.00/user/year MSRP: $33.00/user/year One-time upfront configuration fee $13,999.00 3 year total for 20,000 users is $1,188,000.00 + $13,999.00 (3yr option savings: $668,000.00) 1 year total for 20,000 users is $520,000.00 + $13,999.00	3 year total for 20,000 users is n/a 1 year total for 20,000 users is $520,000	3 year total for 20,000 users is n/a 1 year total for 20,000 users is $520,000	3 year total for 20,000 users is n/a 1 year total for 20,000 users is $520,000	3 year total for 20,000 users is $1,118,000 1 year total for 20,000 users is $520,000	3 year total for 20,000 users is n/a 1 year total for 20,000 users is $520,000
6. Instant Messaging cost per User	Included in e-mail/calendar/schedule cost per user $0.00	n/a	n/a	n/a	n/a	n/a
7. Mobile synchronization cost per User	Included in e-mail/calendar/schedule cost per user $3,995.00	n/a	n/a	n/a	n/a	n/a

This proposal valid for 180 days post January 25, 2011 submission.

8. BES synchronization cost per User	Google Apps Plug-in for BES $21,995.00 for all users	n/a	n/a	n/a	n/a	n/a
9. Audio/Video Conferencing cost per User	Included in e-mail/calendar/schedule cost per user $0.00	n/a	n/a	n/a	n/a	n/a
10. Administrative Tool Costs	SADA's Google Quickstart $17,595.00	n/a	n/a	n/a	n/a	n/a
11. Added Storage Cost per GB	E-discovery cost allows for unlimited storage. $0.00	n/a	n/a	n/a	n/a	n/a
12. Other Optional Cost Items						
Dual Delivery	$11,995.00	n/a	n/a	n/a	n/a	n/a
Google Message Encryption (GME).	For a minimum order of 10,000 seats, GME price is to reseller is $20.00 per user per year or $17.00 per user per year with a 3 year agreement. MSRP $35.00 1 year $200,000.00 3 year $510,000.00 (3yr contract yields savings of $90,000.00)	1 year $200,000.00	1 year $200,000.00	1 year $200,000.00	1 year $200,000.00 3 year $510,000.00	1 year $200,000.00
TOTALS*	1 yr $2,140,634.00 3yr $4,568,634.00	1 yr $2,140,634	1 yr $1,380,000 +GME	1 yr $1,380,000 +GME	1 yr $1,380,000 +GME	1 yr $1,380,000+G

This proposal valid for 180 days post January 25, 2011 submission.

						ME
	(3yr contract yields savings of $642,000.00)	3yr $4,568,634			3 yr $3,758,000	

*Totals assume the following:

- **20,000 users**
- **Services + licensing costs**
- **Google Technical Account Manager is listed but not included in the total**
- **GME (encryption) pricing is based on minimum purchase of 10,000 licenses**
- **Discovery around State Application Changes is listed but not included in the total**

Business Cost Analysis

(M) The business cost analysis is a summary of business costs and must include a five-year summary by year of ongoing costs and general cost categories, including initial implementation and migration non-recurring costs. A unit cost per user, based on 20,000 to 30,000 users must be provided for each of the five years, and an average cost per user over the full five-year life of the project. Any (DR) items that require extra costs should be separately detailed and priced in the cost summaries as optional capabilities.

Cost Summaries

(M) Pricing information should clearly indicate the costs to provide all of the required qualifications from Section 3.0 through 5.0. Respondents may optionally provide a separate pricing schedule to provide features and services for other desirable capabilities. Where required items are dependent on other optional capabilities, these dependencies should be clearly identified.

Pricing should be provided to support guaranteed uptime of 99.9%, based on a 24/7/365 schedule. The infrastructure vendor and prime contractor should specify any hardware, operating practices, or configuration requirement to meet the required service level.

Consulting and Development Services Rates

(M) Agency Partners may desire to use the Respondent for other related application modifications to support email and calendaring currently implemented within agency applications. Responses to this RFP must include hourly rates by job specialty for use by Agency Partners for these types of coding services and consulting throughout the contract period. The hourly rates should be a fully burdened rate that includes labor, per diem, travel, overhead, and any other costs related to the service. The specific rate (within a range) charged for each proposed contracted service would be the lowest rate shown unless justified in writing and approved by DTS.

<div align="center">

Standard Contract Terms and Conditions State of Utah, State Cooperative Contract

</div>

1.   **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 63G-6, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the STATE to purchase certain specified services, and other approved purchases for the STATE.

2.   **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake Co.

3.   **LAWS AND REGULATIONS: The Contractor and any and all supplies, services, equipment, and construction proposed and furnished under this contract will comply fully with all applicable Federal and State laws and regulations, including applicable licensure and certification requirements.**

4.   **RECORDS ADMINISTRATION:** The Contractor will maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by this contract. These records will be retained by the Contractor for at least four years after the contract terminates, or until all audits initiated within the four years have been completed, whichever is later. The Contractor agrees to allow the State and Federal auditors, and State agency staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.

5.   **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** The Status Verification System, also referred to as "E-verify", only applies to contracts issued through a Request for Proposal process, and to sole sources that are included within a Request for Proposal. It does not apply to Invitation for Bids nor to the Multi-Step Process.

5.1 Status Verification System

1. Each offeror and each person signing on behalf of any offeror certifies as to its own entity, under penalty of perjury, that the named Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of the contractor's new employees that are employed in the State of Utah in accordance with UCA Section 63G-11-103.

2. The Contractor shall require that the following provision be placed in each subcontract at every tier: "The subcontractor shall certify to the main (prime or general) contractor by affidavit that the subcontractor has verified through the Status Verification System the employment status of each new employee of the respective subcontractor, all in accordance with Section 63G-11-103 and to comply with all applicable employee status verification laws. Such affidavit must be provided prior to the notice to proceed for the subcontractor to perform the work."
3. The State will not consider a proposal for award, nor will it make any award where there has not been compliance with this Section.
4. Manually or electronically signing the Proposal is deemed the Contractor's certification of compliance with all provisions of this employment status verification certification required by all applicable status verification laws including UCA Section 63G11-103.

5.2 Indemnity Clause for Status Verification System

1.   Contractor (includes, but is not limited to any Contractor, Design Professional, Designer or Consultant) shall protect, indemnify and hold harmless, the State and its officers, employees, agents, representatives and anyone that the State may be liable for, against any claim, damages or liability arising out of or resulting from violations of the above Status Verification System Section whether violated by employees, agents, or contractors of the following: (a) Contractor; (b) Subcontractor at any tier; and/or (c) any entity or person for whom the Contractor or Subcontractor may be liable.

2.   Notwithstanding Section 1 above, Design Professionals or Designers under direct contract with the State shall only be required to indemnify the State for a liability claim that arises out of the design professional's services, unless the liability claim arises from the Design Professional's negligent act, wrongful act, error or omission, or other liability imposed by law except that the design professional shall be required to indemnify the State in regard to subcontractors or subconsultants at any tier that are under the direct or indirect control or responsibility of the Design Professional, and includes all independent contractors, agents, employees or anyone else for whom the Design Professional may be liable at any tier.

6.   **CONFLICT OF INTEREST:** Contractor certifies that it has not offered or given any gift or compensation prohibited by the laws of the State of Utah to any officer or employee of the STATE or participating political subdivisions to secure favorable treatment with respect to being awarded this contract.

7.   **INDEPENDENT CONTRACTOR:** Contractor will be an independent Contractor, and as such will have no authorization, express or implied to bind the STATE to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent for the STATE, except as expressly set forth herein. Compensation stated herein will be the total amount payable to the Contractor by the STATE. The Contractor will be responsible for the payment of all income tax and social security tax due as a result of payments received from the STATE for these contract services. Persons employed by the STATE and acting under the direction of the STATE will not be deemed to be employees or agents of the Contractor.

8.   **INDEMNITY CLAUSE:** The Contractor will release, protect, indemnify and hold the STATE and the respective political subdivisions and their officers, agencies, employees, harmless from and against any damage, cost or liability, including reasonable attorney's fees for any or all injuries to persons, property or claims for money damages arising from acts or omissions of the Contractor, his employees or subcontractors or volunteers. The parties agree that if there are any Limitations of the Contractor's Liability, including a limitation of liability for anyone for whom the Contractor is responsible, such Limitations of Liability will not apply to injuries to persons, including death, or to damages to property.

9.   **EMPLOYMENT PRACTICES CLAUSE:** The Contractor agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the Contractor agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.

10.   **SEVERABILITY:** If any provision of this contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular provision held to be invalid.

11.   **RENEGOTIATION OR MODIFICATIONS:** The terms of this contract will not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the State Director of Purchasing. Automatic renewals will not apply to this contract.

12.   **DEBARMENT:** The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the Contractor cannot certify this statement, attach a written

explanation for review by the STATE. The Contractor must notify the State Director of Purchasing within 30 days if debarred by any governmental entity during the Contract period.

13.   **TERMINATION:** Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon sixty (60) days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.

14.   **NONAPPROPRIATION OF FUNDS:** The Contractor acknowledges that the State cannot contract for the payment of funds not yet appropriated by the Utah State Legislature. If funding to the State is reduced due to an order by the Legislature or the Governor, or is required by State law, or if federal funding (when applicable) is not provided, the State may terminate this contract or proportionately reduce the services and purchase obligations from the State upon 30 days written notice. In the case that funds are not appropriated or are reduced, the State will reimburse Contractor for products delivered or services performed through the date of cancellation or reduction, and the State will not be liable for any future commitments, penalties, or liquidated damages.

15.   **TAXES:** Bid/proposal prices will be exclusive of state sales, use and federal excise taxes. The State of Utah's sales and use tax exemption number is 11736850-010-STC, located at http://purchasing.utah.gov/contract/documents/salestaxexemptionformsigned.pdf. The tangible personal property or services being purchased are being paid from STATE funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract, or contract orders. The State of Utah's Federal excise exemption number is 87780019K.

16.   **WARRANTY:** The Contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The Contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the Contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the STATE has relied on the Contractor's skill or judgment to consider when it advised the STATE about the product, (5) the product has been properly designed and manufactured, and 6) the product is free of significant defects or unusual problems about which the STATE has not been warned. Remedies available to the STATE include the following: The Contractor will repair or replace (at no charge to the STATE) the product whose nonconformance is discovered and made known to the Contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

17.   **PARTICIPANTS: This is a contract to provide the State of Utah government departments, institutions, agencies and political subdivisions (i.e., colleges, school districts, counties, cities, etc.) with the goods and/or services described in the bid/proposal.**

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State of Utah   Bid PR11059

This proposal valid for 180 days post January 25, 2011 submission.

18.   POLITICAL SUBDIVISION PARTICIPATION: Participation under this contract by political subdivisions (i.e., colleges, school districts, counties, cities, etc.) will be voluntarily determined by the political subdivision. The Contractor agrees to supply the political subdivisions based upon the same terms, conditions and prices.

19.   QUANTITY ESTIMATES: The STATE does not guarantee to purchase any amount under the contract to be awarded. Estimated quantities are for proposing purposes only and are not to be construed as a guarantee to purchase any amount.

20.   DELIVERY: The prices proposed will be the delivered price to any state agency or political subdivision. Unless otherwise specified by the State, all deliveries will be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the Buyer except as to latent defects, fraud, and Contractor's warranty obligations. The minimum shipment amount will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an order to be shipped without transportation charges that is back ordered will be shipped without transportation charges.

21.   REPORTS AND FEES: The Contractor agrees to provide a quarterly administrative fee to the State in the form of a Check or EFT payment. The fee will be payable to the "State of Utah Division of Purchasing" for the amount listed in the solicitation (net of any returns, credits, or adjustments) under this Contract for the period. Payment(s) shall be made in accordance with the following schedule:

Period End	Fee Due
March 31	April 30
June 30	July 31
September 30	October 31
December 31	January 31

The Contractor agrees to provide a quarterly utilization report, reflecting net sales to the State during the associated fee period. The report will show the quantities and dollar volume of purchases by each agency and political subdivision. The report will be provided in secure electronic format and/or submitted electronically to the Utah reports email address salesreports@utah.gov.

22.   PROMPT PAYMENT DISCOUNT: Offeror may quote a prompt payment discount based upon early payment; however, discounts offered for less than 30 days will not be considered in making the award. The prompt payment discount will apply to payments made with purchasing cards and checks. The date from which discount time is calculated will be the date a correct invoice is received or receipt of shipment, whichever is later; except that if testing is performed, the date will be the date of acceptance of the merchandise.

23.   FIRM PRICES: Unless otherwise stated in the special terms and conditions, for the purpose of award, offers made in accordance with this solicitation must be good and firm for a period of ninety (90) days from the date of bid/proposal opening.

24.   PRICE GUARANTEE, ADJUSTMENTS: The contract pricing resulting from this bid/proposal will be guaranteed for the period specified. Following the guarantee period, any request for price adjustment must be for an equal guarantee period, and must be made at least 30 days prior to the effective date. Requests for price adjustment must include documentation supporting the request and demonstrating a logical mathematical link between the current price and the proposed price. Any adjustment or amendment to the contract will not be effective unless approved by the State.

Director of Purchasing. The STATE will be given the immediate benefit of any decrease in the market, or allowable discount.

25.   **ORDERING AND INVOICING:** Orders will be placed by the using agencies directly with the Contractor. All orders will be shipped promptly in accordance with the delivery guarantee. The Contractor will then promptly submit invoices to the ordering agency. The STATE contract number and the agency ordering number will appear on all invoices, freight tickets, and correspondence relating to the contract order. The prices paid by the STATE will be those prices on file with the Division of Purchasing. The STATE has the right to adjust or return any invoice reflecting incorrect pricing.

26.   **PAYMENT:** Payments are normally made within 30 days following the date the order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance. Payments may be made via a State of Utah (or political subdivision) "Purchasing Card" (major credit card). All payments to the Contractor will be remitted by mail, electronic funds transfer, or Purchasing Card.

27.   **MODIFICATION OR WITHDRAWAL OF BIDS/PROPOSALS:** Bids/proposals may be modified or withdrawn prior to the time set for the opening of bids/proposals. After the time set for the opening of bids/proposals, no bids/proposals may be modified or withdrawn.

28.   **BID/PROPOSAL PREPARATION COSTS:** The STATE is not liable for any costs incurred by the offeror in bid/proposal preparation.

29.   **INSPECTIONS:** Goods furnished under this contract will be subject to inspection and test by the Buyer at times and places determined by the Buyer. If the Buyer finds goods furnished to be incomplete or not in compliance with bid/proposal specifications, the Buyer may reject the goods and require Contractor to either correct them without charge or deliver them at a reduced price which is equitable under the circumstances. If Contractor is unable or refuses to correct such goods within a time deemed reasonable by the Buyer, the Buyer may cancel the order in whole or in part. Nothing in this paragraph will adversely affect the Buyer's rights including the rights and remedies associated with revocation of acceptance under the Uniform Commercial Code.

30.   **PATENTS, COPYRIGHTS, ETC.:** The Contractor will release, indemnify and hold the Buyer, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used in the performance of this contract.

31.   **ASSIGNMENT/SUBCONTRACT: Contractor will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the State Director of Purchasing.**

32.   **DEFAULT AND REMEDIES:** Any of the following events will constitute cause for the STATE to declare Contractor in default of the contract: 1. Nonperformance of contractual requirements; 2. A material breach of any term or condition of this contract. The STATE will issue a written notice of default providing a period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for liquidated or other damages. If the default remains, after Contractor has been provided the opportunity to cure, the STATE may do one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this contract and any related contracts or portions thereof; 3. Impose liquidated damages, if liquidated damages are listed in the contract; 4. Suspend Contractor from receiving future bid/proposal solicitations.

33.   **FORCE MAJEURE:** Neither party to this contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The STATE may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.

34.   **HAZARDOUS CHEMICAL INFORMATION:** The Contractor will provide one set of the appropriate material safety data sheet(s) and container label(s) upon delivery of a hazardous material to the user agency. All safety data sheets and labels will be in accordance with each participating state's requirements.

35.   **NON-COLLUSION:** By signing the bid/proposal, the offeror certifies that the bid/proposal submitted has been arrived at independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the Solicitation, designed to limit independent proposing or competition.

36.   **PUBLIC INFORMATION:** Contractor agrees that the contract, related Sales Orders, and Invoices will be public documents, as far as distribution of copies. Contractor gives the STATE express permission to make copies of the contract, related Sales Orders, and Invoices in accordance with the State of Utah Government Records Access and Management Act (GRAMA). Except for sections identified in writing and expressly approved by the State Division of Purchasing, Contractor agrees that the Contractor's response to the solicitation will be a public document, and copies may be given to the public under GRAMA laws. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, or copyright information.

37.   **PROCUREMENT ETHICS:** The Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan or reward, or any promise thereof to any person acting as a procurement officer on behalf of the State, or who in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization (63G-6-1002, Utah Code Annotated, 1953, as amended).

38.   **ENERGY CONSERVATION AND RECYCLED PRODUCTS:** The contractor is encouraged to offer Energy Star certified products or products that meet FEMP (Federal Energy Management Program) standards for energy consumption. The State of Utah also encourages contractors to offer products that are produced with recycled materials, where appropriate, unless otherwise requested in this solicitation.

39.   **CONFLICT OF TERMS: Contractor Terms and Conditions that apply must be in writing and attached to the contract.**

No other Terms and Conditions will apply to this contract including terms listed or referenced on a Contractor's website, terms listed in a Contractor quotation/sales order, etc. In the event of any conflict in the contract terms and conditions, the order of precedence shall be:
   1. Attachment A: State of Utah Standard Contract Terms and Conditions;
   2. 2. State of Utah Contract Signature Page(s);
   3. 3. Additional State Terms and Conditions;
   4. 4. Contractor Terms and Conditions.

40.   **LOCAL WAREHOUSE AND DISTRIBUTION:** The Contractor will maintain a reasonable amount of stock warehoused in the State of Utah for immediate or emergency shipments. Shipments are to be made in the quantities as required by the various ordering agencies. Orders for less than the minimum specified amount will have transportation charges prepaid by the Contractor and added as a separate item on the invoice. Any portion of an order to be shipped without transportation charges that is back ordered will be shipped without charge.

41.   **ENTIRE AGREEMENT:** This Agreement, including all Attachments, and documents incorporated hereunder, and the related State Solicitation constitutes the entire agreement between the parties with respect to the subject matter, and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written. The terms of this Agreement shall supersede any additional or conflicting terms or provisions that may be set forth or printed on the Contractor's work plans, cost estimate forms, receiving tickets, invoices, or any other related standard forms or documents of the Contractor that may subsequently be used to implement, record, or invoice services hereunder from time to time, even if such standard forms or documents have been signed or initialed by a representative of the State. The parties agree that the terms of this Agreement shall prevail in any dispute between the terms of this Agreement and the terms printed on any such standard forms or documents, and such standard forms or documents shall not be considered written amendments of this Agreement.

Revision date: 2 Aug 2010

1. **NOTICE:** Wherever under this contract one party is required to give formal notice to the other, such notice shall be deemed given upon delivery, if delivered by hand (in which case a signed receipt shall be obtained), or three days after date sent if sent by registered or certified mail, return receipt requested. Formal Notices to the Contractor and to the State or its Political Subdivision shall be addressed as follows:

Contractor:	**State of Utah:**
SADA Systems Inc.	Contracts Manager
Tony Safoian, CEO	Department of Technology Services
5250 Vineland Ave	1 State Office Building, 6th Floor
Los Angeles, CA, 90068	Salt Lake City, Utah 84114

2. **SUSPENSION OF WORK:** Should circumstances arise which would cause the State or its Political Subdivision the need to suspend the work, but not terminate the contract, this will be done by written NOTICE, which meets the NOTICE requirements of this contract. The work may be reinstated upon advance written NOTICE from the State or its Political Subdivision, to recommence as mutually agreed between the parties. The State or its Political Subdivision understands any such suspension of the work may affect both the time of performance and price to complete the work when reinstated.

3. **WAIVER:** The waiver by either party of any provision, term, covenant or condition of this Contract shall not be deemed to be a waiver of any other provision, term, covenant or condition of this Contract nor any subsequent breach of the same or any other provision, term, covenant or condition of this Contract.

4. **WORKERS' COMPENSATION:** The Contractor shall take out, furnish proof, and maintain during the life of this contract workers' compensation insurance for all its employees employed at the site of the project in Utah, and in the event any work is subcontracted, the Contractor agrees to require any of its Subcontractors to similarly provide and furnish proof of workers' compensation insurance for all the latter's employees employed on any site of the project in Utah.

5. **CONFLICT OF INTEREST WITH STATE EMPLOYEES:** In addition to the provisions of State T&C Clause 6, the Contractor certifies, through the execution of the contract, that no person in the State's employment, directly or through subcontract, will receive any private financial interest, direct or indirect, in the contract. The CONTRACTOR will not hire or subcontract with any person having such conflicting interest.

6. **THIRD PARTY CLAIMS INDEMNIFICATION:** Contractor agrees to indemnify the State or its Political Subdivision against third party claims for infringement for materials created and furnished by Contractor, for claims for death, bodily injury, or tangible property damage.

7. **PAYMENT BY THE STATE / INTEREST ON LATE PAYMENTS:** Payments to the Contractor shall generally be made within thirty (30) days of receipt by the State or its Political Subdivision of an accurate invoice and receipt in Finance of the responsible State Project Manager's certification of acceptable completion of work, presuming receipt by the State or its Political Subdivision of a correct, detailed invoice from the Contractor. Utah's Prompt Payment Act, UCA §15-6-2 requires payment within 60 days after receipt of the invoice covering the delivered items or services. If the State or its Political Subdivision's payment is more than 60 days late, interest shall accrue and be charged on payments overdue starting on the 61st day that the State or its Political Subdivision's payment may be overdue, until paid, unless this is a

8. **EMPLOYMENT PRACTICES OF CONTRACTOR:** In addition to Employment Practices Clause requirements stated in State T&C Clause 9, the following equal opportunity provisions may apply to this contract, if federally funded with Workforce Investment Act funds. If so, the State or its Political Subdivision will so state on the front signature page of this contract, and the Contractor agrees to abide by the provisions of:
a. Section 188 of the Workforce Investment Act of 1998 (WIA) (29 USC 2938), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against discrimination to beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I-financially assisted program or activity; and
b. Title IX of the Education Amendments of 1972 (20 USC 1681 et seq.), as amended, which prohibits discrimination on the basis of sex in education programs.

9. **COPYRIGHT:** The contractor agrees that any and all Deliverables prepared for the State or its Political Subdivision, to the extent to which it is eligible under copyright law in any country, shall be deemed a work made for hire, such that all rights, title and interest in the work and Deliverables reside with the State or its Political Subdivision. The State or its Political Subdivision reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for Federal or State Government purposes, such software, modifications and documentation. To the extent any work or Deliverable is deemed not to be, for any reason whatsoever, work made for hire, Contractor agrees to assign and hereby assigns all right title and interest, including but not limited to copyright patent, trademark and trade secret, to such work and Deliverables, and all extensions and renewals thereof, to the State or its Political Subdivision. Contractor further agrees to provide all assistance reasonably requested by the State or its Political Subdivision in the establishment, preservation, and enforcement of its rights in such work and Deliverables, without any additional compensation to Contractor. Contractor agrees to and hereby, to the extent permissible, waives all legal and equitable rights relating to the work and Deliverables, including without limitation any and all rights of identification of authorship and any and all rights of approval, restriction or limitation on use or subsequent modifications.

10. **LIABILITY INSURANCE:** The Contractor agrees to provide and to maintain during the performance of the contract, at its sole expense, a policy of liability insurance. The limits of the policy shall be no less than $500,000.00 for each occurrence and $1,000,000.00 aggregate. The Contractor further agrees to provide the Contracts Manager for the State or its Political Subdivision with proof of adequate insurance coverage, in accordance with the NOTICE provisions of this contract.

11. **CITING DEPARTMENT IN ADVERTISING / PUBLICITY:** The Contractor agrees to give credit to the State or its Political Subdivision for funding in all written and verbal advertising or discussion of this program such as brochures, flyers, informational materials, talk shows, etc. All formal advertising or public information programs will be coordinated with the State or its Political Subdivision's Public Information Officer. Any publicity given to the project or services provided

herein shall identify the State or its Political Subdivision as sponsoring agency and shall not be released without prior written approval by the State or its Political Subdivision.

12. STATE AGENCY WEB SITE BRANDING: The Contractor agrees to allow the State or its Political Subdivision to utilize the DTS logo, or a newer version if replaced in the future, on websites produced under terms of this contract. Contractor further agrees to allow State agencies that DTS is ultimately providing consulting services for, such as UDOT, Health, Tax Commission, etc. to also utilize their own Department web site branding and logo, if requested by that State agency.

13. DRUG-FREE WORKPLACE: The Contractor understands that the State or its Political Subdivision provides a drug-free workplace in accordance with all federal and state laws and regulations. The Contractor agrees to abide by the State or its Political Subdivision's drug-free workplace policies while on State of Utah premises and the State or its Political Subdivision will provide the Contractor with a copy of these written "drug-free workplace policies".

14. OVERPAYMENT / UNDERPAYMENT AUDIT EXCEPTIONS / ADJUSTMENTS / DISALLOWANCES: The Contractor agrees that if during or subsequent to the contract performance, a CPA audit, or a State agency audit determines that payments were incorrectly reported or paid; the State or its Political Subdivision may adjust the payments. In contracts, which include a cost reimbursement budget, Contractor expenditures to be eligible for reimbursement must be adequately documented. The Contractor will, upon written request, immediately refund any overpayments determined by audit and for which payment has been made to the contractor, to the State or its Political Subdivision. The Contractor further agrees that the State or its Political Subdivision shall have the right to withhold any or all-subsequent payments under this or other contracts that the Contractor may have with the State or its Political Subdivision until recoupment of overpayment is made. The State or its Political Subdivision agrees to promptly notify the Contractor in the event any underpayments on this contract are discovered.

15. OWNERSHIP, PROTECTION, AND USE OF STATE OF UTAH, STATE OF UTAH CLIENT, OR STATE OF UTAH EMPLOYEE RECORDS: Except for confidential medical records held by direct care providers, the State or its Political Subdivision shall own exclusive title to all information gathered, reports developed, and conclusions reached in performance of this Contract. The Contractor may not use, except in meeting its obligations under this contract, information gathered, reports developed, or conclusions reached in performance of this Contract without the express written consent of the State or its Political Subdivision. The improper use or disclosure by any party of any information concerning a State of Utah client, or a State of Utah employee for any purpose not directly connected with the administration of the Department of Technology Services, or the Contractor's responsibilities with respect to services purchased under this agreement, is prohibited except on written consent of the state agency employee, state agency client, their attorney, or their responsible parent or guardian. The Contractor will be required to sign a Confidential Information Certification form in situations where they will be given access to confidential computerized records. The Contractor agrees to maintain the confidentiality of records it holds as agent for the State or its Political Subdivision as required by GRAMA, or other applicable federal or state law. The State or its Political Subdivision own and retain unlimited rights to use, disclose, or duplicate all information and data (copyrighted or otherwise) developed, derived, documented, stored, or furnished by the Contractor under the Contract. The Contractor, and any subcontractors under its control, expressly agrees not to use confidential client, or confidential federal, state, or local government data furnished for purposes of contract performance, without prior written permission from the Project Manager for the State or its Political Subdivision, and appropriate officials of the State Agency.

16. OWNERSHIP, PROTECTION, AND USE OF CONFIDENTIAL FEDERAL, STATE, OR LOCAL GOVERNMENT INTERNAL BUSINESS PROCESSES AND PROCEDURES: The improper use or disclosure by any party of protected internal Federal or State business processes, polices, procedures, or practices is prohibited. Confidential federal or state business processes, policies, procedures, or practices shall not be divulged by the Contractor, Contractor's employees, or their

Subcontractors, unless prior written consent has been obtained in advance from the Project Manager for State or its Political Subdivision.

17. **OWNERSHIP, PROTECTION, AND RETURN OF DOCUMENTS AND DATA UPON CONTRACT TERMINATION OR COMPLETION:** All documents and data pertaining to work required by this contract will be the property of the State or its Political Subdivision and must be delivered to the State or its Political Subdivision within 10 working days after termination or completion of the contract, regardless of the reason for contract termination, and without restriction or limitation to their future use. Any State or its Political Subdivision data that may be returned under provisions of this clause must either be in the format as originally provided, or in a format that is readily usable by the State or its Political Subdivision or that can be formatted in a way that it can be used. Costs for all of these described items will be considered as included in the basic contract compensation of the work described.

18. **CODE OF CONDUCT:** The Contractor agrees to follow and enforce the State or its Political Subdivision's Code of Conduct. If Contractor is working at facilities controlled by other State agencies, Contractor agrees to follow and enforce the Code of Conduct of these other State Agencies when Contractor is providing services at these facilities under provisions of this contract. The Contractor will assure that each employee or volunteer under Contractor's supervision receives a copy of such Code of Conduct, and a signed statement to this effect must be in each Contractor or Subcontractor employee's/volunteer's file and is subject to inspection and review by the State or its Political Subdivision's monitors. The State or its Political Subdivision agrees to provide Contractor with a copy of any applicable codes of conduct. If a Contractor or Subcontractor is working at any State Agency which has a Code of Conduct applicable to this Contract, the State or its Political Subdivision's Project Manager will provide Contractor with a copy in advance of Contractor's on-site contract services performance.

19. **TERMINATION UPON DEFAULT:** In the event this contract is terminated as a result of a default by the Contractor, the State or its Political Subdivision may procure or otherwise obtain, upon such terms and conditions as State or its Political Subdivision deems appropriate, services similar to those terminated, and Contractor shall be liable to the State or its Political Subdivision for any and all damages arising there from, including, but not limited to, attorneys' fees and excess costs incurred by the State or its Political Subdivision in obtaining similar services.

20. **CONTRACTOR'S RESPONSIBILITIES / QUALITY OF WORK:** The State or its Political Subdivision will enter into contractual agreement with the Contractor only. The Contractor shall be responsible for all services as required by the RFP/bid. Contractor warrants that all services shall be performed in a professional and workmanlike manner consistent with best industry practice and in accordance with the Statement of Work.

21. **PAYMENT WITHHOLDING:** The Contractor agrees that the adequate reporting, record keeping, and compliance requirements specified in this contract are a material element of performance and that if, in the opinion of the State or its Political Subdivision, the Contractor's record keeping practices, compliance, and/or reporting to the State or its Political Subdivision are not conducted in a timely and satisfactory manner, the State or its Political Subdivision may withhold part or all payments under this or any other contract until such deficiencies have been remedied. This includes, but is not limited to, Contractors failure to timely provide to the State or its Political Subdivision's Contracts Manager the Contractor's proof of adequate insurance coverage, or Contractor's failure to provide timely invoicing, and/or other requirements described elsewhere within this contract. In the event of the payment(s) being withheld, the State or its Political Subdivision agrees to provide ten (10) day advance NOTICE to the Contractor of the deficiencies that must be corrected in order to bring about the release of withheld payment. Contractor shall have ten (10) days thereafter to correct the cited reporting or record keeping practice deficiencies.

22. **CONTRACTOR ACCESS TO SECURE STATE FACILITIES / CRIMINAL CONVICTION INFORMATION / FORMER FELONS:** The Contractor shall provide (at its own expense) the State or its Political Subdivision with sufficient personal information about its agents or employees, and the agents and employees of its subcontractors (if any) who will enter

upon secure premises controlled, held, leased, or occupied by the State or its Political Subdivision during the course of performing this contract so as to facilitate a criminal record check, at State or its Political Subdivision's expense, on such personnel by the State or its Political Subdivision. "Sufficient personal information" about its agents or employees, and the agents and employees of its subcontractors (if any) means for the Contractor to provide to the State or its Political Subdivision's Project Manager, in advance of any on-site work, a list of the full names of the designated employees, including their social security number, driver license number and state of issuance, and their birth date. Thereafter, on their first site visit, each contractor employee expected to work on-site shall be fingerprinted by the State or its Political Subdivision, and the State or its Political Subdivision is authorized to conduct a federal criminal background check based upon those fingerprints and personal information provided. Contractor, in executing any duty or exercising any right under this contract, shall not cause or permit any of its agents or employees, and the agents and employees of its subcontractors (if any) who have been convicted of a felony and certain misdemeanors to enter upon any premises controlled, held, leased, or occupied by State or its Political Subdivision. A felony and misdemeanor are defined by the jurisdiction of the State of Utah, regardless of where the conviction occurred.

23. CONFIDENTIALITY

Contractor, and anyone for whom the Contractor may be liable, must maintain the confidentiality of any non-public personal information it receives from the Utah Department of Technology Services or any other state or public office received during the course of this contract. This includes any personal information contained in any other database. The personal information may be, but is not limited to, names, social security numbers, birth dates, address, credit card numbers and financial account numbers. The Utah Department of Technology Services reserves the right to identify additional reasonable types or categories of information that must be kept confidential by the Contractor and anyone for whom the Contractor may be liable. This duty of confidentiality shall be ongoing and survive the term of this contract.

24. SECURE PROTECTION AND HANDLING OF DATA

1. **Network Security:** Vendor agrees at all times to maintain network security that -at a minimum -includes: network firewall provisioning, intrusion detection, and regular third party penetration testing. Likewise vendor agrees to maintain network security that conforms to one of the following:
a. Those standards the State of Utah applies to its own network, as found at http://www.dts.utah.gov and elsewhere;
b. Current standards set forth and maintained by the National Institute of standards and Technology, includes those at: http://checklist.nist.gov/repository/1023.html and http://checklist.nist.gov/repository/; or

1. **Data security:** Vendor agrees to protect and maintain the security of the State of Utah data with protection that is at least as good as or better than that maintained by the State of Utah. These security measures include maintaining secure environments that are patched and up to date with all appropriate security updates as designated, for example Microsoft Notification.
2. **Data Transmission:** vendor agrees that any and all transmission or exchange of system application data with the State of Utah and/or any other parties expressly designated by the State of Utah, shall take place via secure means, e.g. HTTPS or FTPS.
3. **Data Storage:** Vendor agrees that any and all State of Utah data will be stored, processed, and maintained solely on designated target servers and that no State of Utah data at any time will be processed on or transferred to any portable or laptop computing device or any portable storage medium, unless medium is in part of the Vendor's designated backup and recovery process.
4. **Data Encryption:** Vendor agrees to store all State of Utah backup data as part of its designated backup and recovery process in encrypted form, using no less than 128 bit key.
5. **Password Protection.** Vendor agrees that any portable or laptop computer that resides at any State of Utah facility, has access to a State of Utah network, or stores any non-public State of Utah data is equipped with strong and secure password protection.

6   **Data Re-Use:** Vendor agrees that any and all data exchanged shall be used expressly and solely for the purpose enumerated in the Current Agreement. Data shall not be distributed, repurposed or shaped across other applications, environments, or business units of Vendor. Vendor further agrees that no state of Utah data of any kind shall be transmitted, exchanged or otherwise passed to other vendors or interested parties except on a case-by-case basis as specifically agreed to in writing by the State of Utah.

7   **Data Destruction:** The Vendor agrees that upon termination of this Agreement it shall erase, destroy, and render unreadable all State of Utah data from all non-state computer systems and backups, and certify in writing that these actions have been completed within 30 days of the termination of this Agreement or within 7 days of the request of an agent of the State of Utah, whichever shall come first.

25. NOTIFICATION AND DATA BREACHES

Vendor agrees to comply with all applicable laws that require the notification of individuals in the event of unauthorized release of personally-identifiable information or other event requiring notification in accordance with .In the event of a data breach of any Vendor's security obligations or other event requiring notification under applicable law (§ 13-42-101, etc.),Vendor agrees to assume responsibility for informing all such individuals in accordance with applicable laws and to indemnify, hold harmless and defend the State of Utah against any claims, damages, or other harm related to such Notification Event.
(Updated September 1, 2010)

State of Utah   Bid PR11059

This proposal valid for 180 days post January 25, 2011 submission.

Appendices Include

Transmittal Letter

Project Timeline

Team Resumes

SADA Contracts

SADA systems

We Make IT Easy.™

Utah Hosted Email, Communication and Collaboration Services

Solicitation PR11059

Transmittal Letter
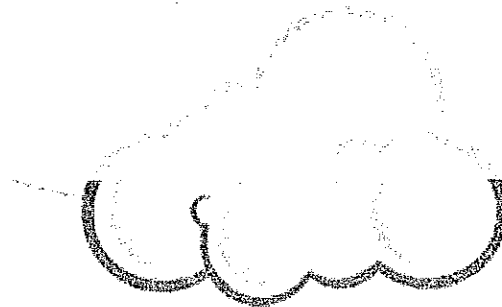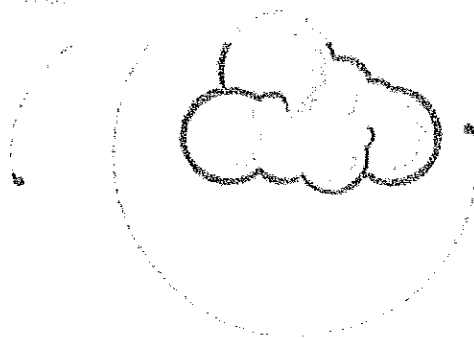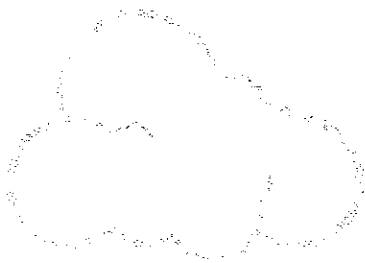
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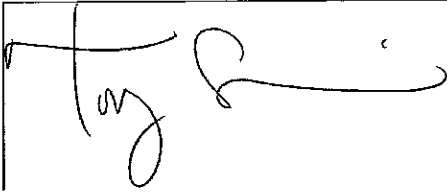
AUTHORIZED
RESELLER

Google

To whom it may concern,

The purpose of this letter is to serve as SADA's official transmittal letter. We, SADA Systems, have read the RFP and are confirming our compliance with all the requirements, provisions, terms and conditions as specified in the RFP.

Tony Safoian, President and CEO

SADA Systems Inc.

Task	Week / Resources
Project Initiation Phase	Resources
On-Site Project Kick-Off	S/G/U
On-Site Deployment Workshop	S/G/U
Project Design Phase	Resources
Deployment Design / Blueprint	SADA
Define Problem Escalation Process	S/G/U
Change Management Design / Integration	S/U
Going Google Announcement	Utah
Create Gone Google Site for Change Management	SADA
Google Apps Domain Creation and Setup	SADA
Google Message Security / Discovery Setup	SADA
Network Access Credentials	Utah
Technical Discovery	SADA
Application Email and Calendar Discovery	SADA
Design Mail Routing	SADA
Design Application Migration Plan	SADA
Refine Project Schedule Based on Discovery	SADA
Project Deployment Phase	Resources
On-Premise Computing Resources	Utah
Deploy and Test Provisioning and GAL Sync	S/U
Deploy and Test Migration Tools	S/U
Deploy and Test Password Synchronization	S/U
Deploy and Test Mobile Infrastructure Services	S/U
Knowledge Transfer / Help Desk Integration	S/U
Alpha Wave	Resources
Implement and Test Priority 1 Applications	S/U
Phase Communication & Change Management	Utah
Provision Google Apps Accounts	S/U
Two-Week Notification	Utah
Training	SADA
Initial Data Migration (Email, Calendar, Contacts)	SADA
One-Week Notification	Utah
Go Live for Phase Users	S/U
Continuing Data Migration (Email)	SADA
Post Go-Live Training / Knowledge Transfer	SADA
Phase Completion (Deactivation / Feedback)	S/G/U
Dress Rehearsal Wave / Early Adopters	Resources
Implement and Test Priority 2 Applications	S/U
Phase Communication & Change Management	Utah
Provision Google Apps Accounts	S/U
Two-Week Notification	Utah
Training	SADA
Initial Data Migration (Email, Calendar, Contacts)	SADA
One-Week Notification	Utah
Go Live for Phase Users	S/U
Continuing Data Migration (Email)	SADA
Post Go-Live Training	SADA

Week columns: 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50

Task	Resources
Phase Completion (Deactivation / Feedback)	S/G/U
Deployment Phase 1 (Approx. 7,500 Users)	**Resources**
Implement and Test Priority 3 Applications	S/U
Phase Communication & Change Management	Utah
Provision Google Apps Accounts	S/U
Two-Week Notification	Utah
Training	SADA
Initial Data Migration (Email, Calendar, Contacts)	SADA
One-Week Notification	Utah
Go Live for Phase Users	S/U
Continuing Data Migration (Email)	SADA
Post Go-Live Training	SADA
Phase Completion (Deactivation / Feedback)	S/G/U
Deployment Phase 2 (Approx. 7,500 Users)	**Resources**
Implement and Test Priority 4 Applications	S/U
Phase Communication & Change Management	Utah
Provision Google Apps Accounts	S/U
Two-Week Notification	Utah
Training	SADA
Initial Data Migration (Email, Calendar, Contacts)	SADA
One-Week Notification	Utah
Go Live for Phase Users	S/U
Continuing Data Migration (Email)	SADA
Post Go-Live Training	SADA
Phase Completion (Deactivation / Feedback)	S/G/U
Deployment Phase 3 (Approx. 7,500 Users)	**Resources**
Implement and Test Priority 4 Applications	S/U
Phase Communication & Change Management	Utah
Provision Google Apps Accounts	S/U
Two-Week Notification	Utah
Training	SADA
Initial Data Migration (Email, Calendar, Contacts)	SADA
One-Week Notification	Utah
Go Live for Phase Users	S/U
Continuing Data Migration (Email)	SADA
Post Go-Live Training	SADA
Phase Completion (Deactivation / Feedback)	S/G/U
Project Wrap	**Resources**
Overall Project Review	S/G/U
Project Closing Process	S/G/U

Tony Tortorice

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EDUCATION/CERTIFICATIONS

University of Southern California   Los Angeles, CA
Master of Science, Systems Management   1981

University of the State of New York   Albany, NY
Project Management Professional   1979

EXPERIENCE

Department of Information Services, State of Washington   Olympia, WA
Director and State Chief Information Officer   July 2009-November 2010
The senior IT executive for the State of Washington and member of the Governor's Cabinet. Full P&L responsibility for the State's core utility computing infrastructure, including the state's main data center and the state WAN. Led an organization of 450 employees and a revolving operating budget of $160,000,000. Also responsible for statewide IT strategy, policy and standards development working with state agency directors and their CIOs. Responsible for oversight of all large IT initiatives in state agencies, usually serving as co-executive sponsor. Served as Governor's principal spokesperson for technology issues and as liaison to the technology industry in Washington.

Los Angeles Unified School District   Los Angeles, CA
Chief Information Officer   November 2007 – June 2009
The senior IT executive for the nation's second largest public K-12 school system, which is comprised of over 800 schools, 650,000 K-12 and 100,000 adult school students, and over 100,000 employees. Directly responsible for annual IT operating budgets of approximately $100,000,000 and capital budgets of approximately $350,000,000.

Los Angeles Community College Distrtict   Los Angeles, CA
Chief Information Officer   November 2001 - October 2007
Senior IT executive for the nation's largest system of community colleges, which is comprised of 9 colleges, 2,000 full-time and 3,000 part-time faculty and over 130,000 students. Responsible for: IT strategy; IT architecture and standards; development and maintenance of the District's administrative information systems; operation of District data center; and District-wide data communications infrastructure. Started as consultant to District and became CIO in 2002.

PricewaterhouseCoopers   Los Angeles, CA
Partner   March, 1995 – April 2001
North American E-Business Strategy Leader for the Global Risk Management Services practice. Responsible for the practice's E-Business strategy, new product development, and thought leadership. Product manager for EMM@ (e-Business Maturity Model), the Firm's e-Business internal audit framework co-developed with Carnegie Mellon University. Concurrent with the product development role, I served as the IT partner for the Firm's West Region Higher Education audit practice. In this role, I led a team of 12 professionals in conducting the IT portions of the financial audits of The University of California (all ten campuses, five medical centers, and three national laboratories), Stanford, the University of Southern California, Caltech, Pepperdine, and the Claremont Colleges. Other significant audit clients included the Los Angeles County Metropolitan Transit Authority and Toyota Motor Corporation.

Deloitte & Touche   Los Angeles, CA
Managing Consultant   March 1992 – February 1995

County of Los Angeles   Los Angeles, CA
Data Processing Manager   June 1986 – December 1991

Tony Safoian

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EDUCATION

UNIVERSITY of SOUTHERN CALIFORNIA, Marshall School of Business **Executive Masters of Business Administration**	Los Angeles, CA Sept 2008-May 2010
UNIVERSITY OF CALIFORNIA LOS ANGELES, Anderson School of Mgmt **Management Development for Entrepreneurs**	Los Angeles, CA Sept 2002-June 2003
UNIVERSITY OF CALIFORNIA IRVINE **Bachelor of Philosophy, Minor of Management**	Irvine, CA Sept 1996-June 2001
UNIVERSITY OF SHEFFIELD **Philosophy and Biology**	United Kingdom Sept 1998-May 1999

EXPERIENCE

SADA SYSTEMS, INC.   Los Angeles, CA
President, Chief Executive Officer   January 2001- Present
SADA Systems specializes in Cloud computing, IT Services, web and application design and development.
- Streamlined manual processes into web-based apps, virtual work-groups and collaboration, minimized unnecessary infrastructure offices, and empowered/mobile information workers.
- Centralized management of IT resources and Best Practices as they empower organizations.
- Product development using Agile and SCRUM methods. IT Outsourcing as part of a company's BPO
- Expanded our products and services creating a niche via innovative ways which can change the world by establishing new efficiencies in the daily lives of organizations
- Led SADA Systems to becoming one of the fastest growing private companies in the United States According to Inc. 5000, see lists for 2007, 2008, 2009
- Strengthen and streamline internal processes to enable growth simultaneous to building relationships with key partners such as Google and Microsoft.
- Achieved Top 40 Under 40 in the Biz Journal for the State of California 2006
- Bolstered operations and marketing with Information Technology to empower organizations and the community.

UNIVERSAL CITY NORTH HOLLYWOOD CHAMBER OF COMMERCE   Los Angeles, CA
Board President   January 2007-Dec 2007
The mission of the Universal City NoHo Chamber of Commerce is to encourage consumerism and business development in the greater NoHo area fostering creative, artistic, and the respectful exchange of ideas.
- Led financial turnaround, and established budget surpluses eliminating previous debt
- Increased membership by 20% in a single year

UNIVERSAL CITY NORTH HOLLYWOOD CHAMBER OF COMMERCE   Los Angeles, CA
Vice President of Technology - Board of Directors   January 2004-Dec 2006
The mission of the Universal City NoHo Chamber of Commerce is to encourage consumerism and business development in the greater NoHo area fostering creative, artistic, and the respectful exchange of ideas.
- Built CMS web presence, established content management, implemented security standards

TICKETCLUB   Los Angeles, CA
Marketing Manager   January 2000– Jan 2001
TicketsClub is the Internet's premier club to manage information and entertainment websites.
- Led sales team to continually increasing profits by aligning incentives and organizational goals

SKILLS

Languages: fluency in English & Armenian
Computers: Google Apps & Analytics, MS Excel, MS Access, MS PowerPoint, MS Word, MS FrontPage, HTML, SEO, SEM
Interests: Business, technology, health, fitness, philosophy, global digital divide and international travel

ACTIVITIES

Operation Santa Jaycees, *Co-Organizer,* Los Angeles California, 2006-2008
Fitness Challenge, *Co-Organizer,* Los Angeles California, 2006-2008

Hratch Joseph Achadjian

5250 Vineland Ave. • Los Angeles, CA 91601 • US +1.818.942.1067 • hratch.achadjian@sadasystems.com

EDUCATION

THEGEORGE WASHINGTON UNIVERSITY, School of Business   Washington, DC
Bachelor of Business Administration, Finance and International Business   May 2009
Cum Laude Latin Honor; recipient of Scottish Rite Fellowship and Rotary Club Scholarship
Coursework: Advanced Financial Mgmt, Financial Statement Analysis, Applied Portfolio Mgmt, Wall St. Prep

INSTITUT d'ETUDES POLITIQUES (Sciences Po)   Paris, France
Business Administration   GPA 3.6   Sept-Dec 2007

AMERICAN UNIVERSITY of ROME   Rome, Italy
Business Administration   GPA 3.5   Jan-May 2008
Appointed *Ambassador of Goodwill*, by the faculty of the American University of Rome

EXPERIENCE

SADA Systems, Inc.   Los Angeles, CA
Business Development   January 2010- Present
SADA Systems specializes in Cloud computing, IT Services, web and application design and development.
- Develop/manage social media outreach with quantitative monitoring system and analysis
- Strengthen and streamline internal process to enable growth simultaneously helping solution specialists.
- Execute and strategize product development and launches through marketing and managing relationships

O.P.I.C. Overseas Private Investment Corporation   Washington, DC
Investment Funds Intern   January-April 2009
O.P.I.C. assists emerging market economies to secure long-term growth capital, access management skills,
and secure financial expertise, to facilitate expanding economic development on behalf of the US Govt.
- Analyzed portfolio companies' political and operational risks & performance for funds i.e. SEEF
- Analyzed VC/PE proposals; designed/modified financial models; researched new investment vehicles;
- Organized Asset Allocation Plan; prepared reports on current funds; performed due diligence on
  proposed funds; researched and compared current standards of CRUDD, AML, CTF to OPIC's.

GENESIS CAPITAL ADVISORS   Los Angeles, CA
CleanTech Investment Banking Analyst   May-September 2008
Genesis, a boutique investment bank, specializes in M&A, divestitures, and raising capital, in the CleanTech,
energy, and entertainment sectors, serving middle market and high growth companies.
- Qualitatively analyzed competitors in the solar power and metals recycling industries for comp analysis
- Completed a reverse merger and $7MM PIPE on $60MM pre-money valuation for Premier Power
  Renewable Energy the leading solar system integrator in California as a member of a three-person team.
- Facilitated due diligence among Vision Capital, private investors, and attorneys
- Solicited Vision Capital as lead PIPE investor, resulting in the successful raising of capital.
- Collaborated with Premier Power, Vision Capital, and attorneys in preparing SEC Super 8-K filing

ALSHALL INVESTMENT & CONSULTING   Kuwait City, Kuwait
Advisory & Corporate Finance Intern   January 2008
Alshall, an investment and consulting firm with a strong presence in Kuwait and the Middle East, offers
services in strategic planning, business valuation, privatization, real estate advisory and research.
- Analyzed competitive advantage and valued The Palms Islands: Jumeirah, Jebel Ali, and Deira in Dubai
- Analyzed 6 valuations of $500M and performed SWOT & fundamental analysis on competitors projects
- Examined synergies of NAPESCO and grocery chain financials to assess its cross-industrial effects
- Spread, common sized, and annualized quarterly financial statements of past four years of oil firms

SKILLS

Languages: fluency in English & Armenian; basic knowledge of French, Italian & Spanish
Computers: SalesForce, Vertical Response, Google Apps & Analytics, Dreamweaver, MS Excel, MS Access,
          MSPowerPoint, MSWord, MSFrontPage, HTML, LEXIS-NEXIS, QuickBooks, Bloomberg, SEO
Interests: Entrepreneurship, Formula 1, photography, skiing, and international travel

ACTIVITIES

Katcho for Assembly 2010, *Campaign Manager/Consultant,* California 33rd Assembly District, 2009-2010
Children's Music Fund, *Chief Technology Officer,* Los Angeles California, 2010

Derek Lin, PMP

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EDUCATION/CERTIFICATIONS

NOVELL EDUCATION Los Angeles, CA
Certified Novell Administrator, CAN ID #9528833

PROJECT MANAGEMENT INSTITUTE Pasadena, CA
Project Management Professional 2006

WOODBURY UNIVERSITY Burbank, CA
Masters of Business Administration 2001-2004

UNIVERSITY OF BRITISH COLUMBIA Vancouver, Canada
Bachelor of Science, Computer Science 1985-1988

EXPERIENCE

SADA SYSTEMS, INC. Los Angeles, CA
Project Manager January 2008 - Present
SADA Systems specializes in Cloud computing, IT Services, web and application design and development.
- Management of Cloud focused projects as well as internal improvements
- Specialized in projects with high levels of complexity such as City of Los Angeles migration to Google Apps. Responsible for all project planning.
- Focus on strategically adding value and visibility with all teams involved and coordinating communications.
- Awarded recognition for excellence in managing Google Apps projects for City of Los Angeles – the first major city in the world to leverage Cloud Computing for messaging and collaboration.

INDYMAC BANK Pasadena, CA
Level II Manager, Buisness Intelligence & Reporting January 2006-Jan 2008
Indymac Bank, now FSB, is a regional bank focused on delivering personalized, relationship-based banking to its customers. The bank has approximately total assets of $27 billion, including a loan portfolio, a securities portfolio, a servicing platform with mortgage servicing rights, and a reverse mortgage platform.
- Functional management of multiple technical teams depending on project.
- Responsible for performance monitoring, coaching and mentoring; co-responsibility for annual performance evaluations. Established charter, policies and procedures for Business Intelligence dept.
- Planned and implemented enterprise portfolio of business intelligence systems.
- Conducted requirements gathering, business needs analysis, project execution monitoring and control.
- Provided presentations and regular accountability reports to senior management; provided technical support and end-user training of completed system.
- Organized Asset Allocation Plan; prepared reports on current funds; performed due diligence on proposed funds; researched and compared current standards of CRUDD, AML, CTF to OPIC's.

FISCAL CREDIT UNION Glendale, CA
Vice President, MIS January 1995-Jan 1999
Fiscal Credit Union provides checking, loans, savings, investment and other financial services.
- Managed IS team. Responsible for annual reviews, team coaching and mentoring.
- Set technology direction, strategy, policies and procedures; presented technical issues to board of directors; managed data processing budget.
- Responsible for daily operation of Help Desk, providing technical support to end-users.

JET PROPULSION LABORATORY Pasadena, CA
Network Consultant January 1994-Jan 1995
Jet Propulsion Laboratory has been in the business of trailblazing since it was established by the California Institute of Technology. Creating projects such as America's first satellite, Explorer 1, launched in 1958, was created at JPL along with the first robotic craft to the moon and out across the solar system, reconnoitering all of the planets. Pushing the outer edge of exploration, in fact, is the reason JPL exists as a NASA laboratory.
- Resolved Novell network problems beyond the expertise of Jet Propulsion Laboratory's technical staff.
- Optimized workstation perforce two fold.

Nicky Parseghian

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EDUCATION

STEVENS INSTITUTE OF TECHNOLOGY Hoboken, NJ
Masters of Science in Information Systems December 2008

EPITECH Paris, France
Bachelors of Information Technology June 2007

EXPERIENCE

SADA SYSTEMS, INC. Los Angeles, CA
Senior Solutions Engineer January 2009- Present
SADA Systems specializes in Cloud computing, IT Services, web and application design and development.
- Manage Google Apps implementations including but not limited to technical, management and communication aspects
- Manage development team over specific projects
- Provide technical expertise and solutions to clients
- Lead corporate IP telephony platform and its integration into Google Apps
- Developed a cloud oriented panel of services for Google Apps
- Designed and administer the corporate cloud based server solution provided by Rackspace and Amazon

STEVENS INSTITUTE OF TECHNOLOGY Hoboken, NJ
IT Support Technician January-Dec 2008
Founded in 1870, Stevens is a premier private coeducational institution focused on research and entrepreneurship. Stevens is committed to exploring the frontiers of engineering, science, and management.
- Hardware support for Dell and HP notebooks
- Redesigned hardware support process

SADA SYSTEMS, INC. Los Angeles, CA
Web Applications Development – Solutions Engineer May 2006- Dec 2007
SADA Systems specializes in Cloud computing, IT Services, web and application design and development.
- Tools development and implementation around Google Apps Products.
- Development and administration of a Voice Over IP Platform – Asterisk
- Implemented an RSA SecureID solution
- Administered a Free Wi-Fi project in North Hollywood – FreeNet
- Provided I.T. customer support

GTI INDUSTRY Tassin La Demi Lune, France
Development and System Administration Intern July 2004- December 2004
Enterprise Resource Planning development company.
- In charge of the development of an Extranet designed for privileged customers.
- Ensured Beta-tests before releasing PMIcs updates.
- Provided telephone and on-site technical support to customers.

SKILLS

Languages: fluency in French, English & Armenian
Computer Hardware: Extended Knowledge of the PC and Server Architecture, Cisco, Arduino.
Computer Software: UNIX, Windows, MS Office, Macromedia Dreamweaver, Asterisk, Apache, IIS, MySQL, haproxy, stunnel, Cisco VPN client
Computer Protocols: SIP / IAX, LDAP, GData, Jabber, X10, RFID, TCP, UDP, X10, Xbee, SAML, PPTP, RTSP, XML, JSON, POP, IMAP4, Growl
Computer Languages: C, PHP / SQL, HTML, Bourne-Shell, GTK, Perl, Python

Tracey L. Flynn

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EDUCATION/CERTIFICATIONS

WESTERN CUNA MANAGEMENT SCHOOL   Pomona, CA
Graduate, Class president   2006-2008
GOOGLE APPS EDU Qualified Individual Trainer   October 2010
WALT DISNEY COMPANY Certified Trainer   January 1999
CALIFORNIA CREDIT UNION LEAGUE Certified Trainer   August 1997

EXPERIENCE

SADA SYSTEMS, INC.   Los Angeles, CA
Training and Communications Manager   August 2010- Present
SADA Systems specializes in Cloud computing, IT Services, web and application design and development.
- Design, develop and deliver Google Apps training to corporate and education clients to ensure end-user satisfaction.
- Design, develop and deliver Google Apps Admin and Help Desk training to corporate and education clients

LOCKHEED FEDERAL CREDIT UNION   Burbank, CA
Training Coordinator   August 2007-August 2010
- Facilitate and create training materials for New Employee Orientation, Sales, Service, Consumer Lending, Teller, IRA, All MS Office and other workshops as necessary.

FIRST CITY CREDIT UNION   Los Angeles, CA
Staff Development Officer   March 2003 – August 2007
- Trained existing and new staff on Symitar, MS Office, Sales and Service programs.
- Facilitated management level and staff level training.
- Developed and managed First City University.
- Served as Project Manager for Imaging and Corporate Portal projects

CALIFORNIA CREDIT UNION   Glendale, CA
Training Manager   October 2002 to March 2003
- Trained existing and new staff on core processing system, MS Office, Sales and Service.
- Identified organizational training needs and implemented appropriate courses.

GATEWAY   Glendale, CA
Training Manager/Software Instructor   September 2000 to October 2002
- Instructed Gateway clients in the use of personal computer operation.
- Delivered computer software classes to consumer and business clients.
- Managed part-time Instructors including reviews and scheduling.

PEOPLESUPPORT.COM   Westwood, CA
PeopleSupport Professor   March 2000-September 2000
- Facilitated training courses for eReps including technical and soft skills. Worked closely with clients during initial training for their sites as well as all update training.

WALT DISNEY CO/VISTA FCU   Burbank, CA
Training & Development Administrator   January 1999-March 2000
- Developed and facilitated training courses for the West Coast staff including New Hire Orientation, technical skills and soft skills. Maintained databases of classes attended by staff, test scores and all associated aspects of the training conducted.

SKILLS

Computers: Google Apps Premier/ EDU/Government, MS Office, Project, Access, Chrome, IE, Firefox

ACTIVITIES

American Society of Training and Development, *Member,* California/USA, 1999-2010

SADA Systems, Inc.
MASTER PROFESSIONAL SERVICES AGREEMENT

This **MASTER PROFESSIONAL SERVICES AGREEMENT** ("Agreement"), is made and entered into as of **[EFFECTIVE DATE]** (the "Effective Date"), by and between SADA Systems Inc., a corporation organized under the laws of the state of California, with offices 5250 Vineland Avenue, North Hollywood, CA 91601 ("SADA"), and **[CLIENT NAME]**, a **[CORPORATE ENTITY]** organized under the laws of the **[STATE OR COUNTRY OF _____]** with offices at **[CLIENT ADDRESS]** ("Client"). SADA and Client may be referred to in this Agreement individually as a "Party" and collectively as the "Parties."

1. BACKGROUND, OBJECTIVES, CONSTRUCTION AND INTERPRETATION

1.1   Background and Objectives. This Agreement will serve as a framework under which SADA will provide certain information technology consulting services (the "Services"), as described in Exhibit A (Scope of Services), attached hereto and incorporated herein, and as further requested by Client from time to time during the Term (as defined in Section 3.1) and agreed upon in an executed Statement of Work (as defined in Section 2.2). ·

1.2   Definitions.

(A)   Capitalized terms used in this Agreement have the meaning assigned to them in the applicable Section. Terms, acronyms and phrases that are used in the information technology industry or other pertinent business context should be interpreted in accordance with their generally understood meaning in such industries or business context.

(B)   The word "include" and its derivatives (such as "including" and "includes") mean "include without limitation."

1.3   References and Interpretation.

(A)   Headings, captions and titles used in this Agreement are included for convenience only and in no way define the scope or content of this Agreement or are to be used in the construction or interpretation of this Agreement. Any reference to a particular article or section number or exhibit is a reference to that specified article, section or exhibit of this Agreement, except to the extent that the cross-reference expressly refers to another document.

(B)   If there is a conflict or inconsistency between the terms of this Agreement and any executed Statement of Work, the terms of this Agreement will prevail except to the extent that the executed Statement of Work specifically and expressly states an intent to supersede specific terms of this Agreement with applicability only to that executed Statement of Work. Notwithstanding the preceding sentence, no executed Statement of Work will be effective to: (1) expand, eliminate or restrict the scope of any indemnity obligation set forth in Article 9; (2) change any limitation of liability set forth in Article 10; or (3) settle or resolve any dispute between the Parties.

2.   SCOPE OF SERVICES

2.1   Provision of Services. SADA will perform the Services identified in Exhibit A and those Services identified in additional Statements of Work entered into and executed by each of the Parties. Absent an executed Statement of Work, this Agreement does not, in and of itself, represent a commitment by either Party to provide any minimum amount of charges or services.

2.2   Statements of Work. From time to time during the term of this Agreement, Client may ask SADA to perform services that are not described in an executed Statement of Work or this Agreement.

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Following any such request, SADA will prepare and deliver a statement of work substantially in the form of Exhibit A ("Statement of Work"). Each Statement of Work will contain:

(A)   a description of the work SADA expects to perform in connection with such project, including a description of any deliverables;

(B)   a schedule for commencing and completing such work; and

(C)   SADA's prospective charges for such work.

If a proposed Statement of Work is mutually acceptable to the Parties, the Parties will execute such Statement of Work. Each executed Statement of Work will be a separate agreement and, except for any provisions of this Agreement that are specifically excluded or modified in such executed Statement of Work (subject to Section 1.3(B)), each executed Statement of Work will incorporate and be subject to all the terms and conditions of this Agreement.

2.3   Modification of an Executed Statement of Work. Either Party may request modifications to an executed Statement of Work by submitting a written change order request to the other Party (each, a "Change Order"). If acceptable to both Parties, the Change Order will be executed by the Parties and will become part of the applicable executed Statement of Work. SADA will not be bound by the terms of any Change Order until it is executed by SADA.

2.4   Cooperation. Client understands that SADA's performance is dependent on Client's timely and effective cooperation, and that the quality of the Services are dependent on Client providing timely and accurate information to SADA in accordance with the objectives of the applicable executed Statement of Work. Accordingly, any delay or nonperformance by SADA will be excused if and to the extent that such nonperformance results from Client's failure to perform its responsibilities so long as SADA uses commercially reasonable efforts to perform notwithstanding Client's failure (with Client reimbursing SADA for any additional out-of-pocket expenses incurred in connection with such efforts).

3.   TERM, TERMINATION AND SUSPENSION OF SERVICES

3.1   Term. The term of this Agreement will begin on the Effective Date and will continue in effect until the later of (A) **[TBD]** years after the Effective Date, and (B) the expiration or earlier termination of the last remaining executed Statement of Work, unless extended or terminated earlier in accordance with the terms of this Agreement (the "Term"). The Parties may agree to extend the Term by written agreement to that effect.

3.2   Termination for Cause. If a Party commits: (A) a material breach of this Agreement that is capable of being cured within 30 days after notice of breach from the non-breaching Party, but is not cured within such period, or (B) a material breach of this Agreement that is not subject to cure with due diligence within 30 days of written notice thereof, then the non-breaching Party may, by giving written notice to the breaching Party, terminate this Agreement or the applicable executed Statement of Work, as of a date specified in the notice of termination.

3.3   Termination for Non-Payment. If undisputed invoices under this Agreement totaling at least two months' charges are at any time outstanding and unpaid for 45 days, and Client fails to make such payment within 30 days of receiving written notice from SADA of its failure to make such payment, SADA may, by giving written notice to Client, terminate this Agreement and any executed Statement of Work as of the date specified in the notice of termination. For the avoidance of doubt, if Client fails to pay any undisputed charges for hosting services by SADA, SADA may, by giving written notice to Client, terminate such hosting services.

3.4   Right to Suspend Services for Financial Instability. If SADA has reasonable grounds for questioning Client's ability to pay for the Services in a timely fashion, SADA may demand written assurances of Client's ability to meet its payment obligations under this Agreement, the adequacy of which will be determined by SADA in its reasonable discretion. Unless Client provides assurances in a reasonable

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time and manner acceptable to SADA, then in addition to any other rights and remedies available under this Agreement, SADA may partially or totally suspend its performance of Services (including hosting services, if applicable) under this Agreement and any executed Statement of Work, without liability to Client.

3.5   Termination for Convenience. Either may terminate this Agreement or any executed Statement of Work for convenience and without cause at any time by giving the other Party at least 10 business days' prior written notice designating the termination date.

3.6   Consequences of Termination. If this Agreement or any executed Statement of Work is terminated   in   accordance   with   the   terms   of   this   Article,   SADA will be entitled to receive payment for all Services performed prior to termination in accordance with the terms of this Agreement or the applicable executed Statement of Work. In addition, if SADA terminates any executed Statement of Work pursuant to Section 3.2 or Section 3.3 or Client terminates this Agreement or any executed Statement of Work without cause pursuant to Section 3.5, SADA will be entitled to reimbursement for any obligations SADA has entered into for the purpose of performing Services that cannot be cancelled. Termination of an executed Statement of Work will not affect any other executed Statements of Work then in effect. Termination of this Agreement will result in immediate termination of all executed Statements of Work then in effect.

4.   SADA PERSONNEL

4.1   Oversight and Responsibility.

(A)   SADA will assign an adequate number of SADA personnel to perform the Services. SADA personnel will be properly trained and fully qualified for the Services they are to perform.

(B)   SADA may utilize subcontractors and SADA affiliates to perform the Services, and elements of the Services may be performed from locations outside the United States.

(C)   SADA will be responsible for the appropriate oversight and supervision of all SADA employees and any subcontractors who perform Services hereunder, each considered "SADA personnel" for purposes of this Agreement. SADA will remain responsible for any Services performed by subcontractors to the same extent as if SADA performed such Services itself.

4.2   Non-Solicitation. From the effective date of the applicable executed Statement of Work until 24 months after completion of its obligations under such executed Statement of Work, a Party will not directly or indirectly solicit or seek to procure (other than by general advertising), without the prior written consent of the other Party, the employment of: (A) in the case of Client, SADA's employees engaged in the provision of the Services under such executed Statement of Work; and (B) in the case of SADA, any Client employees engaged in activities related to the Services, unless, in either case, such employee has resigned from working for or been terminated by the applicable Party.

5.   PROPRIETARY RIGHTS

5.1   Client IP. As between Client and SADA, all right, title and interest in and to Client IP (as defined below) will remain the exclusive property of Client. To the extent necessary to provide the Services, Client hereby grants SADA, solely to provide the Services, a non-exclusive, non-transferable, fully paid-up and royalty-free, limited right to access and use the Client IP; provided that the rights granted to SADA hereunder will automatically expire effective upon the date that SADA ceases, for any reason, to provide the applicable Services. For purposes of this Agreement, "Client IP" will mean (A) software and tools, (B) processes, procedures and methodologies, (C) formulas, templates and formats, and (D) documents and other written materials, whether proprietary to Client or licensed to Client from third parties (other than SADA), and which are necessary for Client to receive the Services or for which a license is granted to SADA to enable SADA to provide the Services.

5.2   SADA IP. As between SADA and Client, all right, title and interest in and to SADA IP (as defined below) will remain the exclusive property of SADA. To the extent necessary to receive or use the

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Services or use any deliverable, SADA hereby grants to Client a perpetual, non-exclusive, worldwide, fully paid-up and royalty-free license to access and use (and to allow third parties to access and use solely for the benefit of Client) the SADA IP, for no additional consideration. Nothing in this Section will be construed to grant Client any right to separate SADA IP from the deliverable into which it is incorporated; market or commercially exploit such SADA IP as a stand-alone product or a stand-alone derivative work; or use SADA IP for the benefit of any affiliates or other parties not contemplated by the applicable executed Statement of Work. For purposes of this Agreement, "SADA IP" will mean (A) software and tools, (B) processes, procedures and methodologies, (C) formulas, templates and formats, and (D) documents and other written materials, whether proprietary to SADA or licensed to SADA from third parties (other than Client or its affiliates) that are used to provide the Services, together, in each case, with any modifications or enhancements thereto and derivative works based thereon. Client acknowledges and agrees that with respect to any SADA IP licensed to SADA from third parties, any rights granted to Client hereunder or under any executed Statement of Work, will be subject to all restrictions set forth in the applicable third party agreements.

5.3   [Developed Property and Works Made for Hire. Subject to Section 5.2, SADA acknowledges and agrees that Client will have all right, title and interest in and to all Developed Property (as defined below) developed in the course of providing the Services. All Developed Property developed under this Agreement in accordance with the terms of an executed Statement of Work will be deemed to be "works made for hire." To the extent any Developed Property is not deemed "works made for hire" by operation of law, SADA hereby irrevocably assigns, transfers and conveys to Client, without further consideration, all of its right, title and interest in and to such Developed Property (including all patent, copyright, trademark, trade secret and other intellectual property and proprietary rights). SADA acknowledges that all such materials will belong exclusively to Client, with Client and Client's assigns having the right to obtain and to hold in their own name, copyrights, trademarks, patents, registrations or such other protection as may be appropriate to the subject matter, and any extensions and renewals thereof. SADA will execute any documents or take any other actions as may be reasonably necessary, or as Client may reasonably request, to perfect the ownership rights defined in this Section. For purposes of this Agreement, "Developed Property" will mean intellectual property generated or developed specifically for Client by SADA under an executed Statement of Work and paid for by Client. To qualify as Developed Property under this Agreement, such intellectual property must be explicitly and specifically called out in an executed Statement of Work and such executed Statement of Work must include a written acknowledgement by SADA that the Parties intend to transfer the rights to such intellectual property to Client upon payment by Client.][**Include paragraph only if anticipating the creation of Developed Property for Client, the proprietary rights of which would be transferred to Client. Otherwise, delete.]**

5.4   Residual Knowledge. Nothing in this Agreement will restrict a Party from using Services-related ideas, concepts, know-how, methodologies, processes, technologies, algorithms or techniques that are general in nature and retained in the unaided mental impressions of the Party's personnel, which either Party, individually or jointly, develops or discloses under this Agreement; provided that, in doing so, each Party does not breach its obligations under Article 7 or infringe the intellectual property rights of the other Party or third parties who have licensed or provided materials to the other Party. Except for the license rights set forth in this Article, neither this Agreement nor any executed Statement of Work grants any license to either Party under any patents or copyrights of the other Party. The Parties acknowledge that SADA has the right to: (A) provide consulting or other services of any kind or nature to any person or entity as SADA, in its sole discretion, deems appropriate, and (B) use any works of authorship or other intellectual property included in the deliverables [(other than Developed Property, if any)][**include preceding parenthetical if including paragraph on Developed Property]** to develop for itself, or for others, materials or processes similar to those contemplated or produced under this Agreement.

6.   CHARGES AND INVOICES

6.1   General. Subject to the provisions of this Agreement, Client will pay SADA the amounts set forth in each executed Statement of Work (including any Change Orders thereto).

6.2   Reimbursement of Expenses. Client agrees to reimburse SADA for costs and expenses incurred in connection with SADA's performance of the Services, including computer telephone, copy and

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delivery charges, material fees and reasonable travel expenses (including air travel, ground transportation, lodging, meals and incidentals); provided Client has approved such expenses (which approval may be evidenced in an executed Statement of Work). SADA will provide Client with receipts or other documentation substantiating all such reimbursable costs and expenses.

6.3   Invoices and Payment. SADA will invoice Client for all amounts due under an executed Statements of Work in accordance with the schedule set forth in such executed Statement of Work. Each invoice submitted to Client pursuant to this Agreement will be due and payable by Client within 30 days of receipt.

6.4   Taxes. All amounts payable under this Agreement and any executed Statement of Work are exclusive of taxes. Accordingly, SADA will add an amount equal to any and all applicable taxes and duties, however designated, that relate to or arise out of SADA's provision of the Services (other than taxes based upon SADA's net income), which amounts will be separately itemized on all invoices provided to Client, unless Client provides SADA with a valid tax exemption certificate authorized by the appropriate taxing authority. If Client is required by law to withhold any taxes from its payments to SADA, Client must provide SADA with an official tax receipt or other appropriate documentation to support such payments. If Client does not pay any taxes invoiced by SADA for which Client is responsible, SADA may make such payments on Client's behalf and Client agrees to reimburse SADA for such payments.

6.5   Disputed Fees and Late Payments.

(A)   Client agrees to notify SADA within five business days of its receipt of an invoice from SADA, if Client disputes any amount or item in such invoice in good faith, and if no such notification is provided, the invoice will be deemed accepted by Client. Notwithstanding any dispute, Client will pay the undisputed portion of an invoice when due and payable. If Client withholds any amount associated with disputed amounts pursuant to this Section, Client will provide SADA with a description of the basis for such withholding. Upon resolution of a dispute involving any withheld amounts, Client will pay SADA such portion, if any, of the disputed amount agreed or determined to be owing to Client.

(B)   Delinquent payments with respect to SADA invoices will be subject to a finance charge of 1.5% per month (or the highest rate permitted by law, if less) from the payment due date until such invoice is paid in full. Payments against such amounts by Client will be applied first to accrued interest and then to the principal unpaid balance. If Client is delinquent in paying its invoices, SADA may suspend further work on behalf of the Client in accordance with Section 3.4. Client will be responsible for all reasonable expenses (including attorneys' fees) incurred by SADA in collecting delinquent amounts, except where such delinquent amounts are due to invoicing errors by SADA.

7.   CONFIDENTIALITY

7.1   Disclosure of Confidential Information. The Parties agree that in the course of SADA's performance of the Services, each Party may access, receive or exchange information that is confidential in nature. For purposes of this agreement "Confidential Information" will include all information, in any form, furnished or made available, directly or indirectly, by one Party ("Disclosing Party") to the other Party ("Recipient") that is marked confidential, restricted, or is otherwise designated as confidential. Confidential Information will also include information that, by virtue of the nature of the information or the circumstance surrounding disclosure, a reasonable party would understand to be proprietary to Recipient or confidential, including without limitation: (A) any personally identifiable information or financial information of any individual; (B) information concerning the operations, affairs and business of a Party, a Party's financial affairs, or a Party's relations with its customers and employees; (C) in the case of Client, Client IP; and (D) in the case of SADA, SADA IP.

7.2   Exclusions. Confidential Information does not include, and this Article does not apply to, information that (A) is or subsequently becomes published or available to the public through no fault of Recipient, (B) is received by Recipient from a third party without a duty of confidentiality; (C) is

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independently developed by Recipient without reference to Disclosing Party's Confidential Information, or (D) was in Recipient's possession or was known to Recipient before it was disclosed to Recipient by disclosing Party.

7.3   Restrictions on Disclosure and Use. The Parties agree:

(A)   Neither Party will make any use of the other party's Confidential Information or any copies thereof, for any purpose other than those contemplated by this Agreement.

(B)   Neither Party will reveal, disclose or provide access to the other Party's Confidential Information to any third party without the prior consent of such party, provided that both Parties may share Confidential Information with its responsible employees who have a need to know such Confidential Information to perform their duties. Client understands that all materials provided to Client by SADA are provided solely for Company's internal use. Notwithstanding anything to the contrary in this paragraph, SADA may disclose Confidential Information to properly authorized entities as and to the extent necessary for performance of the Services, so long as in each such case, the receiving entity first agrees in writing to the obligations described in this Article.

(C)   Recipient will take security precautions at least as great as the precautions Recipient takes to protect its own confidential information, and at any rate will take commercially reasonable security precautions to ensure that no one, other than a person authorized pursuant to this Section, gains access to Disclosing Party's Confidential Information without Disclosing Party's prior written consent. In the event that a Party becomes aware of any unauthorized use or disclosure of the other Party's Confidential Information, such Party will immediately give notice to the Disclosing Party and will assist Disclosing Party in remedying such unauthorized use or disclosure.

(D)   Recipient is permitted to disclose Confidential Information as required by law, regulation or subpoena, provided that Recipient will (i) give Disclosing Party prompt notice of any such requirement, which notice must be sufficient to permit Disclosing Party to seek relief to prevent such disclosure, (ii) cooperate with Disclosing Party to secure confidential treatment of the Confidential Information, and (iii) disclose only that portion of Disclosing Party's Confidential Information that is legally required.

(E)   Confidential Information is and will remain the exclusive property of Disclosing Party. Each Party agrees that it will have no proprietary interest in the other Party's Confidential Information and that nothing contained in this Agreement will be construed to grant either Party any rights, by license or otherwise, to any of the other Party's Confidential Information disclosed pursuant to this Agreement.

(F)   The obligations set forth in this Section will apply to Confidential Information provided, furnished or otherwise disclosed by Disclosing Party to Recipient, whether prior to or following the Effective Date.

7.4   Controlling Provisions. For purposes of this Agreement, each executed Statement of Work, and the Services contemplated by this Agreement and such executed Statements of Work, the provisions of this Article will have precedence over and supersede any confidentiality or non-disclosure agreement executed by the Parties prior to the Effective Date.

8.   REPRESENTATIONS, WARRANTIES AND COVENANTS

8.1   Authorization.

Each Party represents and warrants to the other that: (A) it has the requisite corporate power and authority to enter into this Agreement and to carry out the transactions contemplated by this Agreement; and (B) the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated by this Agreement have been duly authorized by the requisite corporate action on the part of such Party.

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8.2   Performance of Services. SADA represents, warrants and covenants to Client that the Services will be performed by qualified personnel with promptness and diligence in a workmanlike manner, consistent with applicable industry standards.

8.3   Viruses and Disabling Code. SADA will use commercially reasonable efforts to prevent the coding or introduction of viruses, disabling code or similar items into the Client systems by SADA or its agents; and SADA will, in the event a virus, disabling code or similar item is found to have been introduced into the software Deliverables or Client systems by SADA or its agents, at no additional charge, assist Client in reducing the effects of the virus, disabling code or similar item.

8.4   Disclaimer. OTHER THAN AS PROVIDED IN THIS AGREEMENT, NEITHER PARTY PROVIDES ANY EXPRESS WARRANTIES OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR OTHERWISE. IN ADDITION, EXCEPT AS EXPRESSLY PROVIDED IN THIS ARTICLE, SADA MAKES NO EXPRESS OR IMPLIED WARRANTIES RELATING TO THIRD PARTY PRODUCTS OR SERVICE.

8.5   Limited Warranty. In the event that any implied warranties, guarantees or conditions implied by local law cannot be waived, then any such implied warranties are limited in duration to 90 days from delivery of the applicable Service or deliverable.

9.   INDEMNIFICATION

9.1   By SADA. SADA agrees to indemnify, defend, and hold Client harmless from and against all losses, liabilities, damages, and related costs (including settlement costs and reasonable attorneys' fees) (collectively, "Losses") arising out of a claim that the Services, SADA IP or deliverables infringe or misappropriate any patent, copyright, trade secret or trademark of a third party. Notwithstanding the foregoing, in no event will SADA have any obligations or liability under this Section arising from: (A) use of any Service or deliverable in a modified form or in combination with materials not furnished by SADA, (B) use by Client or its agents of such item in a manner not reasonably consistent with the applicable specifications, requirements or instructions for such item, and (C) any content, information or data provided by Client or other third parties.

9.2   By Client. Client will indemnify, defend and hold SADA harmless from and against all Losses arising out of (A) a claim that Client IP or other materials provided to SADA by Client misappropriate any patent, copyright, trade secret or trademark of a third party; (B) any deficiency (including penalties and interest) relating to taxes that are the responsibility of Client; or (C) SADA's use of any Client content, provided that such use complies with the terms of this Agreement.

9.3   Infringement. If the Services or any deliverable or item used by SADA to provide the Services or any deliverable becomes, or in SADA's reasonable opinion is likely to become, the subject of an infringement or misappropriation claim or proceeding, SADA will, at its expense: (A) secure the right to continue using the Services, deliverable or item; (B) replace or modify the Services, deliverable or item to make it non-infringing, provided that any such replacement or modification will not degrade the performance or quality of the affected component of the Services or deliverable; or (C) if SADA cannot accomplish either of the foregoing using commercially reasonable efforts, and only in such event, SADA will discontinue providing the Services or remove the deliverable or item and the charges will be equitably adjusted to reflect such removal.

9.4   General. The Party seeking indemnification (the "Indemnitee") will promptly notify the other Party of the claim and cooperate with the indemnifying Party in defending the claim. The indemnifying Party will have full control and authority over the defense, provided that: (A) any settlement requiring the Indemnitee to admit liability or pay any money will require the Indemnitee's prior written consent, such consent not to be unreasonably withheld or delayed; and (B) the Indemnitee may join in the defense of a claim with its own counsel at its own expense. THE INDEMNITIES PROVIDED IN THIS ARTICLE ARE THE ONLY

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REMEDY UNDER THIS AGREEMENT FOR VIOLATION OF A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS.

10.   LIABILITY

10.1   Limitation of Liability.

(A)   IN NO EVENT, WHETHER IN CONTRACT, TORT OR OTHERWISE (INCLUDING BREACH OF WARRANTY, NEGLIGENCE AND STRICT LIABILITY IN TORT), WILL EITHER PARTY BE HELD LIABLE UNDER THIS AGREEMENT FOR INDIRECT OR CONSEQUENTIAL (INCLUDING LOST PROFITS), EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES, EVEN IF SUCH PARTY IS AWARE OF OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE AND EVEN IF DIRECT DAMAGES DO NOT SATISFY A REMEDY.

(B)   EXCEPT AS PROVIDED IN SECTION 10.2, NEITHER PARTY MAY BE HELD LIABLE UNDER THIS AGREEMENT FOR MORE THAN THE AGGREGATE AMOUNT ACTUALLY PAID TO SADA BY CLIENT FOR THE PARTICULAR SERVICE UNDER THE APPLICABLE STATEMENT(S) OF WORK GIVING RISE TO SUCH LOSS.

(C)   No action, regardless of form, arising out of the transactions under this Agreement, may be brought by either Party more than one year after the Loss occurred, except that an action for non-payment may be brought within one year of the date of last payment.

10.2   Exceptions to Limitation of Liability. The limitations set forth in Section 10.1(B) will not apply to: (A) damages occasioned by a Party's breach of its obligations with respect to the other Party's intellectual property rights, or (B) Losses that are the subject of indemnification obligations under this Agreement.

11.   FORCE MAJEURE

No Party will be liable for any default or delay in the performance of its obligations under this Agreement if and to the extent such default or delay is caused, directly or indirectly, by fire, flood, earthquake, elements of nature or acts of God, riots, civil disorders, acts of terrorism, or any other similar cause beyond the reasonable control of such Party (each such event, a "Force Majeure Event"). Any Party so delayed in its performance will promptly notify the Party to whom performance is due by telephone (to be confirmed in writing within two days of the inception of such delay) and describe at a reasonable level of detail the circumstances causing such delay.

12.   DISPUTE RESOLUTION AND GOVERNING LAW

Any and all claims, disputes or controversies arising out of or relating to this Agreement, including disputes relating to the interpretation of any provision of this Agreement or any Party's performance or breach hereunder, will be resolved as set forth in this Article. All negotiations pursuant to this Article will be confidential and will be treated as compromise and settlement negotiations for purposes of the applicable rules of evidence.

12.1   Dispute Resolution and Arbitration. In the event of a claim, controversy or dispute, the Parties will consult and negotiate with each other and, recognizing their mutual interests, attempt to reach a satisfactory solution. If the Parties cannot reach settlement within a period of 60 days, then either Party may, upon notice to the other Party, request that the unresolved dispute be settled by binding arbitration conducted in Los Angeles, California by the American Arbitration Association ("AAA") in accordance with its [Commercial Arbitration Rules][International Arbitration Rules] (the "AAA Rules"), provided that notwithstanding any contrary provision within the AAA Rules, the arbitrator must determine the rights and obligations of the parties according to the substantive laws of the state of California. The Parties will select an arbitrator, who will be an attorney with at least 10 years experience in commercial and contract law, provided that if the amount in dispute is greater than $500,000, the dispute will be heard by a panel of three arbitrators, with each party selecting one arbitrator and the AAA selecting the third arbitrator. If

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the Parties are unable to agree on an arbitrator(s), the arbitrator(s) will be selected according to AAA Rules. Each Party will bear its own expenses and will share equally the fees of the arbitrator(s), provided that the arbitrator(s) will have the discretion to award the prevailing Party all or part of its attorneys' fees and costs, including the costs of the arbitrator(s), if the arbitrator(s) find that the position taken by the other Party on material issues was without substantial foundation. The arbitrator(s) will not have the power to add to, subtract from or modify any of the terms or conditions of this Agreement. The arbitrator(s) rendering judgment upon disputes between the parties will deliver a written opinion within 15 business days following conclusion of the hearing, setting forth findings of fact, conclusions of law and the rationale for the decision. Any award, which may include legal and equitable relief, will be final and binding and judgment may be enforced by any court of competent jurisdiction.

12.2   Equitable Relief. Notwithstanding the foregoing, if a Party determines, in good faith, that a breach or threatened breach of the terms of this Agreement by the other Party would result in irreparable harm, such that a temporary restraining order or other form of injunctive relief is the only appropriate and adequate remedy, such party may proceed directly to court and may obtain such relief without bond (if permitted by law). The Parties further acknowledge and agree that either Party may proceed directly to court if the other Party breaches or threatens to breach its obligations under Article 5 or Article 7. If a court of competent jurisdiction should find that a Party has breached or threatened to breach its obligations under either such Article, both Parties agree that, without any additional findings of irreparable injury or other conditions to injunctive relief, the breaching Party will not oppose the entry of an appropriate order compelling performance by the breaching Party and restraining such Party from any further breaches or threatened breaches.

12.3   Governing Law; Jurisdiction and Venue. This Agreement will be governed by and construed in accordance with the laws of the State of California, without regard to its choice of law principles. For any litigation that may arise under Section 12.2 of this Agreement or to enforce an award in accordance with Section 12.1, the Parties irrevocably and unconditionally submit to the non-exclusive jurisdiction and venue (and waive any claim of *forum non conveniens*) of the United States District Court for the Central District of California located in Los Angeles or the Los Angeles Superior Court. The Parties further consent to the jurisdiction of any court located within a district that encompasses assets of a Party against which judgment has been rendered for the enforcement of such judgment or award against the assets of such Party.

12.4   No Limitation on Rights. Each Party agrees that the provisions contained in this Article do not limit either Party's right to terminate this Agreement as provided in Article 2.

13.   GENERAL PROVISIONS

13.1   Notices. All notices, requests, consents, approvals, acknowledgements and waivers under this Agreement (other than routine operational communications) will be in writing and will be deemed duly given when (A) delivered personally, (B) one day after being given to an overnight courier with a reliable system for tracking delivery courier (charges prepaid), (C) when sent by confirmed facsimile or electronic mail with a copy sent by another means specified in this Section, or (D) six days after the day of mailing, when mailed by United States mail, registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

If to Client: **[CLIENT]**
                            [STREET ADDRESS]
                            [CITY, STATE, ZIP]
                            Attention: **[TBD]**
                            Fax: **[(000) 000-0000]**
                            Phone: **[(000) 000-0000]**

If to SADA: SADA Systems, Inc.
                            5250 Vineland Avenue
                            North Hollywood, CA 91601
                            Attention: _____
                            Fax: _____

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Phone: _____

A Party may change its address, facsimile number or designee for notification purposes by giving the other Party written notice of the new address, facsimile number or designee and the date upon which it will become effective.

13.2 Binding Nature and Assignment. This Agreement will be binding on the Parties and their respective successors and assigns. Neither Party may assign this Agreement or any executed Statement of Work without the prior written consent of the other, except that SADA may assign its rights and obligations under this Agreement or any executed Statement of Work without Client's approval to an entity that acquires control of SADA.

13.3 Relationship of the Parties. SADA, in furnishing the Services, is acting as an independent contractor. SADA is not an agent of Client and has no authority to represent Client as to any matters, except as expressly authorized in this Agreement.

13.4 Marks. Each Party agrees that it will not, without the other Party's prior written consent, use the trademarks, logos, symbols, names, trade identities or other likenesses of the other Party or any of its affiliates. A Party's consent to any such use of its trademarks, logos, symbols, names, trade identities or other likenesses may be withdrawn at any time by such Party in its sole discretion upon written notice to the other Party.

13.5 Customer List. Client agrees that SADA may refer to Client and use Client's name in customer lists and other promotional materials.

13.6 Waiver of Default. No delay or omission by either Party to exercise any right or power under this Agreement will be construed to be a waiver thereof. A waiver by either Party of any breach or covenant will not be construed to be a waiver of any succeeding breach thereof or of any other covenant.

13.7 Third Party Beneficiaries and Use of Work. Neither Party intends this Agreement to benefit, or create any right or cause of action in or on behalf of, any person or entity other than the Parties. Client understands and agrees that Services performed by SADA under this Agreement are intended only for the parties specified in the applicable executed Statement of Work and may be misleading if used in another context or for another party and agrees not to use any deliverables or documents produced under this Agreement for any purpose other than the intended purpose without SADA's prior written consent.

13.8 Survival. The provisions of <u>Section 4.2</u>, <u>Article 5</u>, <u>Section 6.4</u>, <u>Article 7</u>, <u>Section 8.5</u>, <u>Article 10</u>, <u>Article 12</u> and this Article, as well as any other provision of this Agreement that contemplates performance or observance subsequent to termination or expiration of this Agreement will survive expiration or termination of this Agreement and continue in full force and effect for the period set forth therein, or if no period is set forth therein, indefinitely.

13.9 Severability. If any provision of this Agreement is found to be illegal or otherwise unenforceable in any respect, that provision will be deemed to be restated to reflect as nearly as possible the original intent of the Parties in accordance with applicable law. The remainder of this Agreement will remain in full force and effect.

13.10 Entire Agreement; Amendment and Waiver. This Agreement and each of the executed Statements of Work hereto, including any exhibits referred to herein or therein, each of which is incorporated herein for all purposes, constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to the subject matter contained in this Agreement. No change, waiver or discharge hereof will be valid unless made in writing and signed by an authorized representative of the Party against which such change, waiver of discharge is sought to be enforced.

13.11 Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together will constitute one single agreement between the Parties.

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IN WITNESS WHEREOF, this Agreement has been executed by the Parties through their duly authorized officers as of the date set forth above.

SADA Systems, Inc.   **[CLIENT]**

_____   _____

Tony Safoian, President and CEO   Print name:_____

                                      Print title:_____

EXHIBIT A

STATEMENT OF WORK

This Statement of Work is entered into in connection with the Master Professional Services Agreement ("Agreement") by and between SADA Systems Inc. ("SADA") and **[CLIENT NAME]** ("Client") dated **[DATE OF AGREEMENT]**. The terms and conditions of the Agreement are hereby incorporated herein by reference. Capitalized terms not defined in this Statement of Work will have the same meaning given to them in the Agreement. This Statement of Work describes certain Services and deliverables that will be provided by SADA to Client pursuant to the terms and conditions of the Agreement.

GENERAL INFORMATION

Project Title:	
Effective Date:	**Term of SOW:**

Service Recipients:

SADA INFORMATION

Project Manager:	
SADA Personnel:	
SADA sites:	*Include address of each Client site from which Services will be provided.*

PROJECT TRACKING AND OVERSIGHT

Reports:	*include reporting requirements and the frequency of delivery of the reports.*
Meetings:	*include a general description of the purpose for such meetings and the Client and SADA personnel required to attend*

SERVICES

Scope of Project; Services.

1   Description of Services

CLIENT RESPONSIBILITIES

[This Section should describe Client's obligations under this Statement of Work.]

Client Facilities.

Client will provide the following facilities or access to the following facilities to SADA in accordance with the terms of the Agreement:

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[Enter details concerning the work space, computer equipment, and access provided by Client to SADA personnel performing Services under this Statement of Work.]

DELIVERABLE SPECIFICATIONS

Specify: *Performance capabilities*
  Functional requirements
  Other specifications and standards relating to each of the deliverables

Also note whether any deliverables will be "Developed Property" (meaning Client will own the intellectual property rights to such items).

PRICING

The following charges apply to the Services to be performed under this Statement of Work.

Charging Method.

[Note: The appropriate charging methodology (T&M, fixed charge, etc.) applicable to the engagement should be retained and the others deleted.]

Time and Materials Charging.

Client will charge for the Services described in this Statement of Work on a time-and-materials basis. The charges payable for Services rendered pursuant to this Statement of Work will be derived by multiplying the unit rate for each Client resource assigned to perform the Services by the total hours worked by that Client resource during each month of the term of this Statement of Work. The table below sets forth the Client resources and unit rates to apply to this Statement of Work.

Resource Unit	Role	Unit Rate	Hours	Charges

Fixed Charge.

Client will perform and complete the Services described in this Statement of Work, including delivery of the Deliverables through final acceptance by SADA, for a charge that will not exceed $[_____]. This charge will include all incidental charges, expenses, or fees, and any additional resources required by Client to complete the Services described in this Statement of Work, except as otherwise expressly provided in this Statement of Work.

Permitted Pass-Through Expenses

Pass-Through Expense Category/Vendor	Not-to-Exceed Amount

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SADA Systems, Inc.
GOOGLE APPS GOVERNMENT CUSTOMER AGREEMENT

This **GOOGLE APPS CUSTOMER AGREEMENT** (this "Agreement"), is made and entered into as of **[EFFECTIVE DATE]** (the "Effective Date"), between SADA Systems Inc., a corporation organized under the laws of the state of California, with offices at 5250 Vineland Avenue, North Hollywood, CA 91601 ("SADA"), and **State of Utah**, a **Government Entity** organized under the laws of the **State of UTAH** with offices at 3150 State Office Building, Capitol Hill, Salt Lake City, Utah 84114 ("Customer").

1. SERVICES AND TERMS OF SERVICE

1.1 Service. This Agreement establishes the terms under which SADA, as an authorized reseller of Google, Inc. ("Google"), will provide Google hosted services (the "Services") to Customer.

1.2 Modifications to the Services. Customer acknowledges that Google may make commercially reasonable changes to the Services, or particular components to the Services from time to time and that SADA has no control over any such changes.

1.3 Support. Google will provide first-line technical support directly to Customer's technology administrators, in accordance with the support provided by SADA, pursuant to the technical support guidelines (the "TSSG") available at http://www.google.com/apps/intl/en/terms/reseller_tssg.html or such other URL as may be provided by Google. Customer acknowledges that Google may change the TSSG from time to time. Customer will, at its own expense, respond to questions and complaints from the individuals Customer permits to use the Services (such individuals, "End Users") or third parties relating to Customer's or End Users' use of the Services. If Customer cannot resolve a support issue, then Customer may escalate the issue to SADA or Google. Customer hereby authorizes SADA to submit Customer support issues to Google on behalf of Customer.

1.4 Google Apps Terms of Service. Customer understands and agrees that Customer will be required to agree to Google's Terms of Service before using the Services, which will be presented by Google upon Customer's first log in. The Terms of Service govern Customer's access to and use of the Services.

1.5 Acceptable Use Policy, Customer also agrees that its use of the Services is subject to its compliance with Google's Acceptable Use Policy, which is available at http://www.google.com/a/help/intl/en/admins/premier_education_program_policies.html (or such URL as Google may provide) and which may be updated from time to time.

2. CUSTOMER OBLIGATIONS

2.1 Compliance with Law; Compliance with Agreement. Customer will comply with all laws and regulations applicable to its use of the Services. Customer is responsible for ensuring that it and its End Users use the Services in accordance with the Terms of Service and Acceptable Use Policy, as set forth in Section 1.3 and Section 1.4.

2.2 Customer Administration of the Services. Customer is responsible for: (A) maintaining the confidentiality of the password and administrative account provided to Customer by Google for the purpose of administering End User accounts; (B) designating those of Customer's employees and SADA's employees who are authorized to access the administrative account; and (C) ensuring that all activities that occur in connection with Customer's administrative account comply with the Terms of Service.

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2.3   Privacy. Customer agrees to protect the privacy rights of its End Users in accordance with all applicable laws and regulations.

2.4   Unauthorized Use. Customer will use commercially reasonable efforts to prevent unauthorized use of the Services, and to terminate any unauthorized use. Customer will promptly notify Google of any unauthorized use of, or access to, the Services of which it becomes aware.

3.   CHARGES AND PAYMENT

3.1   Fees. Unless Customer has chosen to finance its access to the Services through SADA's Cloud Monthly service, Customer will pay SADA the fee(s) set forth on <u>Exhibit A</u> to this Agreement in accordance with <u>Section 3.2</u>. SADA will have the right to change the fee once each year, effective with the next renewal date. SADA will make every reasonable effort to provide notice to Customer of a fee increase, however Customer acknowledges that fees are set by Google and SADA has no control over any Google fee increases. If this Agreement is terminated prior to the expiration of the then-current term, Customer will reimburse SADA for all reasonable costs and non-cancelable commitments for which Customer has not yet paid.

3.2   Payment Options. Customer will either pay for the Services (A) on a full prepaid basis for the Initial Term (as defined in <u>Section 4.1</u>) of this Agreement and each succeeding 12-month renewal term, to the extent applicable; or (B) on a month-to-month or quarter-to-quarter basis using SADA's Cloud Monthly service, as indicated on <u>Exhibit A</u>. Customer understands that in order to qualify for periodic financing payments using SADA's Cloud Monthly service, Customer must satisfy a credit check and enter into a loan and financing agreement with **[IDENTIFY FINANCING ENTITY]**. If Customer does not qualify for periodic financing payments, Customer must pay for the Services on a prepaid basis.

3.3   Payment Methods.

(A)   <u>Periodic Payments</u>. Periodic financing payments will be made in accordance with the terms set forth in Customer's financing agreement in connection with SADA's Cloud Monthly service.

(B)   <u>Prepaid Orders</u>. Fees for prepaid orders where SADA issues an invoice are due upon Customer's receipt of the invoice, and are considered delinquent 30 days after the date of the applicable invoice.

3.4   Currency. Customer will make all payments in U.S. dollars.

3.5   Taxes. Customer is responsible for any taxes and Customer will pay SADA without any reduction for such amounts. If SADA is obligated to collect or pay taxes, the taxes will be invoiced to Customer (in the case of invoiced fees) or added to Customer's credit card charges (in the case of credit card payments), unless Customer provides SADA with a valid tax exemption certificate authorized by the appropriate taxing authority. If Customer is required by law to withhold any taxes from its payments to SADA, Customer must provide SADA with an official tax receipt or other appropriate documentation to support such payments.

3.6   Delinquent Payments. Until paid in full, delinquent payments will accrue interest from the first date of delinquency at the lower of 1.5% per month or the highest rate permitted by law. Customer is responsible for all reasonable expenses (including attorneys' fees) incurred by SADA in collecting unpaid or delinquent amounts, except where these unpaid or delinquent amounts are due to billing inaccuracies attributable to SADA.

4.   TERM, TERMINATION AND ADDITIONAL END USER ACCOUNTS

4.1   Term. The term of this Agreement will begin on the Effective Date and will continue for an initial period as set forth in <u>Exhibit A</u> (such period, the "<u>Initial Term</u>"). This Agreement will automatically renew on each anniversary of the Effective Date for an additional 12-month term (each, a "<u>Renewal Term</u>"), unless terminated by either party upon written notice to the other party pursuant to <u>Section 4.2</u> below. All

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terms and conditions of this Agreement shall apply during each Renewal Term, except for the fees. The fee for each Renewal Term will be the rates then in effect as described in Section 3.1.

4.2   Termination. This Agreement will terminate: (A) immediately upon termination or expiration of Customer's right to use the Services as a result of a termination of the Terms of Service by Google or Customer; (B) upon expiration of the then-current term if Customer has provided at least 30 days' advance written notice of termination to SADA; or (C) upon expiration of the then-current term if SADA has provided at least 60 days' advance written notice of termination to Customer.

4.3   Termination for Non-Payment. If Customer is delinquent in its payments under this Agreement for more than 60 days and Customer fails to bring its payments up to date within 30 days of receiving written notice from SADA of its delinquency, SADA may terminate this Agreement and terminate Customer's access to the Services.

4.4   Effects of Termination. If this Agreement terminates, then the rights granted hereunder by any party to the other will cease immediately and Customer's access to the Services will cease.

4.5   Additional End User Accounts. Customer may alter the number of End User Accounts per Customer domain at any time. For End User Accounts added during the Initial Term or any Renewal Term, the initial term for such End User Accounts will be pro-rated, beginning on the date of the applicable order and ending on the expiration of the applicable term. Customer may request End User Accounts by notifying its designated SADA account manager. For each purchase of End User Accounts, SADA will issue a quote to Customer. End User Accounts automatically renew in accordance with the terms of this Agreement, unless terminated by either party in accordance with the terms of this Agreement. SADA cannot transfer End User Accounts from one Customer domain name to another.

5.   CUSTOMER DATA AND CONFIDENTIAL INFORMATION

5.1   Customer Data. SADA will treat all Customer Data in accordance with local laws and regulations applicable to the data and will implement policies and procedures with respect to the Customer Data no less protective of the rights of Customer or its End Users as those found in Google's Privacy Policy (located at http://www.google.com/a/help/intl/en/admins/privacy.html) or Google's Privacy Notice (located at http://www.google.com/a/help/intl/en/users/privacy.html). Changes to the Privacy Policy and Privacy Notice will be made as stated in the applicable policy. For purposes of this Agreement, "Customer Data" means all data and information provided by Customer's End Users via the sign up process for the Services, as well as data, including email, documents, spreadsheets, presentations and videos, provided, generated, transmitted or displayed via the Services by Customer or by SADA on behalf of Customer.

5.2   Confidential Information. Each party will: (A) protect the other party's Confidential Information with the same standard of care it uses to protect its own Confidential Information, but in no event less than reasonable care; and (B) not disclose the other party's Confidential Information, except to affiliates, employees, agents and professional advisors who need to know it and who have agreed in writing (or in the case of professional advisors are otherwise bound) to keep it confidential. Each party (and any affiliates, employees and agents to whom the Confidential Information was disclosed) may use such Confidential Information only to exercise rights and fulfill obligations under this Agreement, while using reasonable care to protect it. Each party is responsible for any actions of its affiliates, employees and agents in violation of this Section. For purposes of this Agreement, "Confidential Information" means information disclosed by a party to the other party under this Agreement that is marked as confidential or would normally be considered confidential under the circumstances. In particular, Customer Data and SADA's pricing are Confidential Information.

5.3   Exceptions. Confidential Information does not include information that: (A) is or subsequently becomes published or available to the public through no fault of the recipient, (B) is received by the recipient from a third party without a duty of confidentiality; (C) is independently developed by recipient, or (D) was in the recipient's possession or was known to the recipient before it was disclosed to the recipient by the disclosing party.

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5.4   Required Disclosure. Each party may disclose the other party's Confidential Information when required by law but only after it, if legally permissible: (A) uses commercially reasonable efforts to notify the other party; and (B) gives the other party the chance to challenge the disclosure.

6.   INTELLECTUAL PROPERTY RIGHTS. Except as expressly set forth herein, this Agreement does not grant either party any rights, implied or otherwise, to the other's content or any of the other's intellectual property. As between the parties, Customer owns all Intellectual Property Rights in Customer Data. The parties acknowledge and agree that Google owns all Intellectual Property Rights in the Services. For purposes of this Agreement, "Intellectual Property Rights" means current and future worldwide rights under patent law, copyright law, trade secret law, trademark law, moral rights law and other similar rights.

7.   DISCLAIMER OF WARRANTIES. TO THE FULLEST EXTENT PERMITTED BY LAW, SADA AND GOOGLE MAKE NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. SADA AND GOOGLE MAKE NO REPRESENTATION ABOUT ANY CONTENT OR INFORMATION MADE ACCESSIBLE BY OR THROUGH THE SERVICE. CUSTOMER ACKNOWLEDGES THAT THE SERVICES ARE NOT A TELEPHONY SERVICE AND THAT THE SERVICES ARE NOT CAPABLE OF PLACING OR RECEIVING ANY CALLS, INCLUDING EMERGENCY CALLS, OVER PUBLICY SWITCHED TELEPHONE NETWORKS.

8.   INDEMNIFICATION. Customer will indemnify, defend and hold harmless SADA from and against all liabilities, damages, and costs (including settlement costs and reasonable attorneys' fees) arising out of a third party claim: (A) regarding Customer Data or Customer's domain names; or (B) regarding Customer's or its End Users', use of the Services in violation of this Agreement.

9.   LIMITATION OF LIABILITY. IN NO EVENT, WHETHER IN CONTRACT, TORT OR OTHERWISE (INCLUDING BREACH OF WARRANTY, NEGLIGENCE AND STRICT LIABILITY IN TORT), WILL EITHER PARTY BE HELD LIABLE UNDER THIS AGREEMENT FOR INDIRECT OR CONSEQUENTIAL (INCLUDING LOST PROFITS), EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES, EVEN IF SUCH PARTY IS AWARE OF OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE AND EVEN IF DIRECT DAMAGES DO NOT SATISFY A REMEDY. IN NO EVENT WILL EITHER PARTY BE HELD LIABLE UNDER THIS AGREEMENT FOR MORE THAN THE AMOUNT PAID BY CUSTOMER TO SADA FOR THE SERVICES DURING THE 12 MONTHS PRIOR TO THE EVENT GIVING RISE TO LIABILITY. IN NO EVENT WILL GOOGLE BE HELD LIABLE FOR ANY DAMAGES, WHETHER DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTAL, ARISING FROM SADA'S DISTRIBUTION AND RESELL OF THE SERVICES. These limitations of liability do not apply to a party's indemnification obligations.

10.   GENERAL PROVISIONS

10.1   Notices. All notices, requests, consents, approvals, acknowledgements and waivers under this Agreement will be in writing and delivered to the applicable party, addressed to the designee for notification purposes set forth in Exhibit A. Notice will be deemed given: (A) when verified by written receipt if sent by personal courier, overnight courier, or when received if sent by mail without verification of receipt; or (B) when verified by automated receipt or electronic logs if sent by facsimile or email. A party may change its address, facsimile number or designee for notification purposes by giving the other party written notice of the new address, facsimile number or designee and the date upon which it will become effective.

10.2   Governing Law. This Agreement will be governed by and construed in accordance with the laws of the state of California, without regard to its choice of law principles. For any litigation that may arise under this Agreement, the parties irrevocably and unconditionally submit to the non-exclusive jurisdiction and venue (and waive any claim of *forum non conveniens*) of the United States District Court for the Central District of California located in Los Angeles or the Los Angeles Superior Court. The parties further consent to the jurisdiction of any court located within a district that encompasses assets of a party against

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which judgment has been rendered for the enforcement of such judgment or award against the assets of such party.

10.3   Binding Nature and Assignment. This Agreement will be binding on the parties and their respective successors and assigns. Neither party may assign this Agreement without the prior written consent of the other, except that SADA may assign its rights and obligations under this Agreement without Customer's approval to an entity that acquires control of SADA.

10.4   Publicity. Customer hereby consents to SADA's inclusion of Customer's name (together with any identifying Customer Brand Feature) in a customer list, but only if Customer is not the only customer appearing on the list. Other than this, neither party may make any public statement regarding the relationships contemplated by this Agreement without the consent of the applicable party.

10.5   Third Party Beneficiary. The parties agree that Google is a third party beneficiary of this Agreement. There are no other third party beneficiaries to this Agreement.

10.6   Waiver of Default. No delay or omission by either party to exercise any right or power under this Agreement will be construed to be a waiver thereof. A waiver by either party of any breach or covenant will not be construed to be a waiver of any succeeding breach thereof or of any other covenant.

10.7   Survival. The provisions of <u>Section 3.5</u>, <u>Article 5</u>, <u>Article 6</u>, <u>Article 7</u>, <u>Article 8</u>, <u>Article 9</u> and this Article, as well as any other provision of this Agreement that contemplates performance or observance subsequent to termination or expiration of this Agreement will survive expiration or termination of this Agreement and continue in full force and effect for the period set forth therein, or if no period is set forth therein, indefinitely.

10.8   Severability. If any provision of this Agreement is found to be illegal or otherwise unenforceable in any respect, that provision will be deemed to be restated to reflect as nearly as possible the original intent of the parties in accordance with applicable law. The remainder of this Agreement will remain in full force and effect.

10.9   Entire Agreement; Amendment and Waiver. This Agreement and any exhibits referred to herein, each of which is incorporated herein for all purposes, constitutes the entire agreement of the parties with respect to the subject matter hereof. No change, waiver or discharge hereof will be valid unless made in writing and signed by an authorized representative of the party against which such change, waiver of discharge is sought to be enforced.

10.10   Counterparts. The parties may enter into this Agreement in counterparts, including facsimile, PDF or other electronic copies, which taken together will constitute one instrument.

CUSTOMER ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE LEGALLY BOUND BY IT.

IN WITNESS WHEREOF, this Agreement has been executed by the parties through their duly authorized officers as of the date set forth above.

SADA Systems, Inc.   **State of Utah**

_____   _____

Print name: _____   Print name:_____

Print title:_____   Print title:_____

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EXHIBIT A

Under the terms of the Agreement of which this Exhibit is a party, SADA will provide the following Google products to Customer in the indicated quantity and at the indicated pricing:

Item	Quantity	Price Per Item	Total
Google Apps Postini GMD 1-Year			
Google Apps Postini GMS 10-Year			
Google Message Encryption			
Google Message Security only			
Google Apps GovernmentEdition End User Accounts			

The Initial Term of this Agreement will be _____ months.

Customer opts to pay for the Services:

☐   On a prepaid basis

☐   On a month-to-month or other periodic basis using SADA's Cloud Monthly service

Customer understands that in order to qualify for periodic financing payments using SADA's Cloud Monthly service, Customer must satisfy a credit check and enter into a loan and financing agreement with **[INSERT NAME OF FINANCING ENTITY]**. If Customer does not qualify for such month-to-month payments, Customer must pay for the Services on a prepaid basis.

Any notices under this Agreement will be directed, if to SADA, at:

Annie Safoian, Chief Financial Officer
SADA Systems, Inc.
5250 Vineland Avenue
North Hollywood, CA 91601
Email: annie.safoian@sadasystems.com
Fax: 818-766-0090

and if to Customer, at:

[Customer Contact info, including email and fax]

SADA Google Apps Government Customer Agreement   6

SADA Systems, Inc.

SOFTWARE LICENSE AGREEMENT
(Password Sync for SADA Single Sign-On)

This **SOFTWARE LICENSE AGREEMENT** ("Agreement") sets forth the terms and conditions governing the license of the software product Password Sync for SADA Single Sign-On by SADA Systems, a California (U.S.A.) corporation ("SADA" or "we" or "us").

The term "Software" as we use it in this Agreement, refers to Password Sync for SADA Single Sign-On, its related user user documentation and other explanatory written, on-line, electronic or other materials, as well as any authentication appliances provided under this Agreement to implement the Software applications and any upgrades, modified versions or updates for the Software licensed to you by SADA to the extent such items are not accompanied by a separate license agreement.

If you do not agree with the terms and conditions of this Agreement, you may not install or otherwise use the Software.

1.   LICENSE

1.1   Initial Licenses. Subject to the terms of this Agreement and your payment of all required license fees, SADA grants you a perpetual, nonexclusive, non-sublicensable, non-transferable right to Use the Software within your enterprise for internal purposes only. Such Use is approved in connection with **one (1) Google Apps domain** and **one (1) Identity Management (IDM) System.**

"Use" means installing, executing and operating the Software on your network server for your internal authentication, registration and user validation needs. If you have purchased maintenance and support services with respect to the Software, any supplemental software code provided to you as part of such support services will be considered part of the Software and subject to the terms and conditions of this Agreement.

1.2   Additional Licenses. In the event that your infrastructure needs change and you require license rights to Use the Software in connection with additional Google Apps domains or IDM Systems, you agree to contact SADA for the purchase of such rights.

2.   FEES

In consideration of the rights granted under this Agreement, you agree to pay SADA a license fee in the amount of $3,990.00. If you have purchased maintenance and support services from SADA with respect to the Software, such services will be provided in accordance with the terms set forth in a separate Maintenance and Support Agreement.

3.   PROPRIETARY RIGHTS

3.1   SADA Intellectual Property Rights. The Software is owned by SADA and its suppliers and licensors, and the Software's structure, organization and code comprise valuable trade secrets of SADA and its suppliers and licensors. The Software is also protected by U.S. copyright law and international copyright treatises, and may be protected by other copyright, patent and trade secret laws. Accordingly, SADA at all times retains all right, title and interest to all "Intellectual Property Rights" in the Software and all copies thereof. "Intellectual Property Rights" means any and all now known or hereafter existing rights associated with intangible property, including, but not limited to, registered and unregistered, U.S. and foreign copyrights, trade dress, trade names, corporate names, logos, inventions, patents, patent applications, software, know-how and all other intellectual property and proprietary rights (of every kind

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and nature throughout the world, and however designated).

3.2   Trademarks. The name "Password Sync for SADA Single Sign-On" is a trademark of SADA which may be registered in certain jurisdictions. You may use trademarks only to identify printed output produced by the Software, in accordance with accepted trademark practice, including identification of trademark owner's name. Such use of any trademark does not give you any rights of ownership in that trademark. You agree to take all steps necessary to protect SADA's proprietary rights in the Software, such as properly displaying copyright, trademark, trade secret and other proprietary notices on any copies of the Software. You will, at your own cost and expense, protect and defend SADA's ownership of the Software against all claims, liens and legal processes of your creditors and will keep the Software free and clear of all such claims, liens and processes.

4.   USER RESTRICTIONS AND WARRANTIES

4.1   User Restrictions. All rights not expressly granted to you are reserved by SADA. Without limitation, you will not (and will not allow any third party to):

(A)   adapt, modify, translate, reverse engineer, decompile, disassemble, or attempt to decode or discover any source code or underlying ideas or algorithms of any Software or part thereof, including but not limited to sub-routines, functions, libraries or other binary code segments of the Software (except and only to the extent that applicable statutory laws prohibit certain reverse engineering restrictions);

(B)   sell, rent, lease, sublease, license, sublicense, lend, timeshare, provide commercial hosting services with, make available as a commercial Internet-based application service provider or otherwise distribute the Software or any part thereof for the benefit of any third party;

(C)   disable any licensing or control features of the Software;

(D)   except as provided for in this Agreement, provide, divulge or make available to, or permit use of the Software by persons other than your employees or authorized contractors, without the advance written consent of SADA;

(E)   write or develop any derivative software or any other software program based on the Software or any intellectual property rights of SADA except as otherwise agreed to by SADA; or

(F)   Use the Software for or on behalf of any other organization or entity, or assign or transfer rights under this Agreement.

4.2   User Warranties. You represent and warrant that all employees and authorized contractors with access to the Software will observe and abide by all the terms and conditions of this Agreement. You will, at your own expense, promptly enforce the restrictions in this Agreement against any person who gains access to the Software through you and violates the restrictions contained herein, including by instituting and diligently pursuing appropriate legal action. You agree to immediately notify SADA in writing of any misuse, misappropriation or unauthorized disclosure, display or copying of the Software that may come to your attention. At reasonable times and with ten days' prior notice, SADA (at its cost) may inspect your premises and equipment to verify that all the terms and conditions of this Agreement are being observed, provided that any such inspection will take place no more than once in any 12-month period.

4.3   Compliance with Laws. You agree to comply with all applicable laws, including any applicable export laws, restrictions or regulations, in connection with your use of the Software.

5.   LIMITED WARRANTY AND DISCLAIMER

5.1   SADA warrants to you that the Software will materially conform to the documentation provided with the Software for a period of 90 days from the installation date. This warranty covers only problems reported to SADA during the warranty period. This limited warranty is void if failure of the Software has resulted from accident, misuse or misapplication. SADA will be neither in default nor liable for any failure in performance or loss or damage under this Agreement due to any cause beyond its control. SADA will not be required to correct errors during the above-described warranty period attributable to equipment

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malfunction; products other than the Software; use of the Software in conflict with, or in contravention of, its documentation or the terms of this Agreement; or accident, neglect, misuse or abuse of the Software.

5.2   OTHER THAN AS EXPRESSLY PROVIDED IN THIS SECTION, SADA DOES NOT PROVIDE ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR OTHERWISE. EXCEPT AS SET FORTH IN SECTION 7.1 ABOVE, THE SOFTWARE IS BEING DELIVERED TO YOU AS-IS AND SADA MAKES NO WARRANTY AS TO ITS USE OR PERFORMANCE. SADA DOES NOT WARRANT THAT THE SOFTWARE WILL MEET YOUR REQUIREMENTS; THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE. SADA CANNOT WARRANT THE PERFORMANCE OR RESULTS YOU MAY OBTAIN BY USING THE SOFTWARE. IN ADDITION, SADA MAKES NO EXPRESS OR IMPLIED WARRANTIES RELATING TO ANY THIRD PARTY PRODUCTS OR SERVICES. In the event that any implied warranties, guarantees or conditions implied by local law cannot be waived, then any such implied warranties are limited in duration to 90 days from installation of the Software and the sole remedy for breach of any such implied warranty will be that SADA will, at its option, repair or replace the copy of the Software held by you, or terminate this Agreement and refund the amounts that you have already paid.

6.   LIMITATION OF LIABILITY

6.1   **Limitation of Liability.** NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT OR OTHERWISE, IN NO EVENT, WHETHER IN CONTRACT, TORT OR OTHERWISE (INCLUDING BREACH OF WARRANTY, NEGLIGENCE AND STRICT LIABILITY IN TORT), WILL SADA BE HELD LIABLE UNDER THIS AGREEMENT FOR LOSS OF DATA OR DATA STORAGE, SYSTEMS OR BUSINESS INTERRUPTION, COMPUTER FAILURE OR MALFUNCTION, OR FOR INDIRECT OR CONSEQUENTIAL (INCLUDING LOST PROFITS), EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES ARISING IN ANY WAY OUT OF THIS AGREEMENT OR THE USE OF (OR INABILITY TO USE) THE SOFTWARE, EVEN IF SUCH PARTY IS AWARE OF OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE, OR FOR ANY CLAIM BY ANY THIRD PARTY. Some states do not allow the exclusion or limitation of liability for consequential or incidental damages, so the foregoing limitation may not apply to you under such laws.

6.2   **Repair or Replacement.** Any liability of SADA under any warranty, negligence, strict liability or other theory is limited exclusively to Software repair or replacement, or, if in SADA's opinion repair or replacement is inadequate as a remedy, to a refund the amounts that you have already paid.

6.3   **Limitation on Damages.** ANY DAMAGES THAT SADA IS REQUIRED TO PAY FOR ANY PURPOSE WHATSOEVER WILL BE LIMITED TO THE TOTAL LICENSE AND INSTALLATION FEES PAID UNDER THIS AGREEMENT OR ONE THOUSAND DOLLARS (US$1,000.00), WHICHEVER IS GREATER.

7.   INDEMNITY

7.1   **Indemnity.** You agree to indemnify, defend and hold harmless SADA and its directors, shareholders, officers, agents, employees, successors and assigns from any and all third party claims, suits, proceedings, judgments, damages, and costs (including reasonable attorneys' fees and expenses) arising from (A) the breach of any of your warranties, representations, and obligations under this Agreement; or (B) any infringement of an Intellectual Property Rights of any person or entity in information or content provided by you, or in your Use of the Software.

7.2   **Indemnification Procedures.** SADA will notify you of any such claim, and you will bear full responsibility for the defense of such claim (including any settlements); provided however, that (A) you keep SADA informed of, and consult with SADA in connection with the progress of such litigation or settlement; (b) you do not have any right to settle any such claim without SADA's written consent, if such settlement arises from or is part of any criminal action, suit or proceeding or contains a stipulation to or admission or acknowledgement of, any liability or wrongdoing (whether in contract, tort, or otherwise) on the part of SADA, or requires any specific performance or non-pecuniary remedy by SADA; and (c) SADA will have the right to participate in the defense of a claim with counsel of its choice at its own expense.

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8.   INJUNCTIVE RELIEF

Because of the unique nature of the Software, you understand and agree that Licensor will suffer irreparable injury in the event that you fail to comply with the terms of this Agreement and monetary damages may be inadequate to compensate SADA for such breach. Accordingly, in addition to any other remedies available to SADA at law or in equity, you agree that SADA will have the right to enforce the terms of this Agreement through an injunction or any other equitable relief available to it, without the need to first post a bond.

9.   TERMINATION OR LICENSE REVOCATION

If you commit: (A) a material breach of this Agreement that is capable of being cured within 30 days after notice of breach from SADA, but is not cured within such period, or (B) a material breach of this Agreement that is not subject to cure with due diligence within 30 days of written notice thereof, then SADA may, by giving written notice to you, terminate this Agreement. Upon termination, you will immediately cease use of the Software and either return all copies thereof to SADA or destroy all copies of the Software in your possession and certify such destruction in writing. Sections 3, 5, 6, 7, 8 and 10 will survive termination of this Agreement and continue in full force and effect. Termination is not an exclusive remedy and SADA retains all other rights it may have in the event of a breach of this Agreement.

10.   MISCELLANEOUS

10.1   Assignment. This Agreement will inure to the benefit of SADA and its successors and assigns. You may not assign this Agreement or any license granted hereunder without the prior written consent of SADA. Any attempt by your creditors to obtain an interest in your rights herein, whether by attachment, levy, garnishment or otherwise, renders this Agreement voidable at SADA's option.

10.2   Waiver. No delay or omission by either party to exercise any right or power under this Agreement will be construed to be a waiver thereof. A waiver by either party of any breach or covenant will not be construed to be a waiver of any succeeding breach thereof or of any other covenant.

10.3   Severability. If any provision of this Agreement is found to be illegal or otherwise unenforceable in any respect, that provision will be deemed to be restated to reflect as nearly as possible the original intent of the parties in accordance with applicable law. The remainder of this Agreement will remain in full force and effect.

10.4   Notices. You can make all notices, demands or requests to SADA with respect to this Agreement in writing to SADA Systems, Inc., c/o Tony Safoian, 5250 Vineland Avenue, North Hollywood, CA 91601.

10.5   Governing Law and Jurisdiction. This Agreement will be governed by and construed in accordance with the laws of the State of California, without regard to its choice of law principles. For any litigation that may arise under this Agreement, the parties irrevocably and unconditionally submit to the non-exclusive jurisdiction and venue (and waive any claim of forum non conveniens) of the United States District Court for the Central District of California located in Los Angeles or the Los Angeles Superior Court.

10.6   Force Majeure. Neither you nor SADA will be deemed in default of this Agreement, or be able to hold the other party responsible for, any cessation, interruption or delay in the performance of its obligations hereunder (excluding payment obligations) due to earthquake, flood, fire, storm, natural disaster, act of God, war, terrorism, armed conflict, labor strike, lockout, boycott or other similar events beyond the reasonable control of such party, provided that the party relying upon this subsection: (A) gives prompt written notice thereof; and (B) takes all steps reasonably necessary to mitigate the effects of the force majeure event; provided further, that in the event a force majeure event extends for a period in excess of 30 days in the aggregate, either party may immediately terminate this Agreement upon written notice.

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10.7   Entire Agreement; Amendment and Waiver. This Agreement (and any collateral agreements signed simultaneously with this Agreement, if applicable) constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to the subject matter contained in this Agreement. No change, waiver or discharge hereof will be valid unless made in writing and signed by an authorized representative of the party against which such change, waiver of discharge is sought to be enforced.

IN WITNESS WHEREOF, this Agreement has been executed by the parties through their duly authorized officers as of the date set forth above.

SADA SYSTEMS, INC.   **STATE OF UTAH**

_____   _____
Tony Safoian, President and CEO   Name:

                                                Title:

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SADA Systems, Inc.

SOFTWARE LICENSE AGREEMENT
(SADA Single Sign-On for Google)

This **SOFTWARE LICENSE AGREEMENT** ("Agreement") sets forth the terms and conditions governing the license of the software product SADA Single Sign-On for Google by SADA Systems, a California (U.S.A.) corporation ("SADA" or "we" or "us").

The term "Software" as we use it in this Agreement, refers to SADA Single Sign-On for Google, its related user user documentation and other explanatory written, on-line, electronic or other materials, as well as any authentication appliances provided under this Agreement to implement the Software applications and any upgrades, modified versions or updates for the Software licensed to you by SADA to the extent such items are not accompanied by a separate license agreement.

If you do not agree with the terms and conditions of this Agreement, you may not install or otherwise use the Software.

1.   LICENSE

1.1   Initial Licenses. Subject to the terms of this Agreement and your payment of all required license fees, SADA grants you a perpetual, nonexclusive, non-sublicensable, non-transferable right to Use the Software within your enterprise for internal purposes only. Such Use is approved in connection with **one (1) Google Apps domain** and **one (1) Identity Management (IDM) System.**

"Use" means installing, executing and operating the Software on your network server for your internal authentication, registration and user validation needs. If you have purchased maintenance and support services with respect to the Software, any supplemental software code provided to you as part of such support services will be considered part of the Software and subject to the terms and conditions of this Agreement.

1.2   Additional Licenses. In the event that your infrastructure needs change and you require license rights to Use the Software in connection with additional Google Apps domains or IDM Systems, you agree to contact SADA for the purchase of such rights.

2.   FEES

In consideration of the rights granted under this Agreement, you agree to pay SADA a license fee in the amount of $11,990.00. If you have purchased maintenance and support services from SADA with respect to the Software, such services will be provided in accordance with the terms set forth in a separate Maintenance and Support Agreement.

3.   PROPRIETARY RIGHTS

3.1   SADA Intellectual Property Rights. The Software is owned by SADA and its suppliers and licensors, and the Software's structure, organization and code comprise valuable trade secrets of SADA and its suppliers and licensors. The Software is also protected by U.S. copyright law and international copyright treatises, and may be protected by other copyright, patent and trade secret laws. Accordingly, SADA at all times retains all right, title and interest to all "Intellectual Property Rights" in the Software and all copies thereof. "Intellectual Property Rights" means any and all now known or hereafter existing rights associated with intangible property, including, but not limited to, registered and unregistered, U.S. and foreign copyrights, trade dress, trade names, corporate names, logos, inventions, patents, patent applications, software, know-how and all other intellectual property and proprietary rights (of every kind

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and nature throughout the world, and however designated).

3.2   Trademarks. The name "SADA Single Sign-On for Google" is a trademark of SADA which may be registered in certain jurisdictions. You may use trademarks only to identify printed output produced by the Software, in accordance with accepted trademark practice, including identification of trademark owner's name. Such use of any trademark does not give you any rights of ownership in that trademark. You agree to take all steps necessary to protect SADA's proprietary rights in the Software, such as properly displaying copyright, trademark, trade secret and other proprietary notices on any copies of the Software. You will, at your own cost and expense, protect and defend SADA's ownership of the Software against all claims, liens and legal processes of your creditors and will keep the Software free and clear of all such claims, liens and processes.

4.   USER RESTRICTIONS AND WARRANTIES

4.1   User Restrictions. All rights not expressly granted to you are reserved by SADA. Without limitation, you will not (and will not allow any third party to):

(A)   adapt, modify, translate, reverse engineer, decompile, disassemble, or attempt to decode or discover any source code or underlying ideas or algorithms of any Software or part thereof, including but not limited to sub-routines, functions, libraries or other binary code segments of the Software (except and only to the extent that applicable statutory laws prohibit certain reverse engineering restrictions);

(B)   sell, rent, lease, sublease, license, sublicense, lend, timeshare, provide commercial hosting services with, make available as a commercial Internet-based application service provider or otherwise distribute the Software or any part thereof for the benefit of any third party;

(C)   disable any licensing or control features of the Software;

(D)   except as provided for in this Agreement, provide, divulge or make available to, or permit use of the Software by persons other than your employees or authorized contractors, without the advance written consent of SADA;

(E)   write or develop any derivative software or any other software program based on the Software or any intellectual property rights of SADA except as otherwise agreed to by SADA; or

(F)   Use the Software for or on behalf of any other organization or entity, or assign or transfer rights under this Agreement.

4.2   User Warranties. You represent and warrant that all employees and authorized contractors with access to the Software will observe and abide by all the terms and conditions of this Agreement. You will, at your own expense, promptly enforce the restrictions in this Agreement against any person who gains access to the Software through you and violates the restrictions contained herein, including by instituting and diligently pursuing appropriate legal action. You agree to immediately notify SADA in writing of any misuse, misappropriation or unauthorized disclosure, display or copying of the Software that may come to your attention. At reasonable times and with ten days' prior notice, SADA (at its cost) may inspect your premises and equipment to verify that all the terms and conditions of this Agreement are being observed, provided that any such inspection will take place no more than once in any 12-month period.

4.3   Compliance with Laws. You agree to comply with all applicable laws, including any applicable export laws, restrictions or regulations, in connection with your use of the Software.

5.   LIMITED WARRANTY AND DISCLAIMER

5.1   SADA warrants to you that the Software will materially conform to the documentation provided with the Software for a period of 90 days from the installation date. This warranty covers only problems reported to SADA during the warranty period. This limited warranty is void if failure of the Software has resulted from accident, misuse or misapplication. SADA will be neither in default nor liable for any failure in performance or loss or damage under this Agreement due to any cause beyond its control. SADA will not be required to correct errors during the above-described warranty period attributable to equipment

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malfunction; products other than the Software; use of the Software in conflict with, or in contravention of, its documentation or the terms of this Agreement; or accident, neglect, misuse or abuse of the Software.

5.2 OTHER THAN AS EXPRESSLY PROVIDED IN THIS SECTION, SADA DOES NOT PROVIDE ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR OTHERWISE. EXCEPT AS SET FORTH IN SECTION 7.1 ABOVE, THE SOFTWARE IS BEING DELIVERED TO YOU AS-IS AND SADA MAKES NO WARRANTY AS TO ITS USE OR PERFORMANCE. SADA DOES NOT WARRANT THAT THE SOFTWARE WILL MEET YOUR REQUIREMENTS; THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE. SADA CANNOT WARRANT THE PERFORMANCE OR RESULTS YOU MAY OBTAIN BY USING THE SOFTWARE. IN ADDITION, SADA MAKES NO EXPRESS OR IMPLIED WARRANTIES RELATING TO ANY THIRD PARTY PRODUCTS OR SERVICES. In the event that any implied warranties, guarantees or conditions implied by local law cannot be waived, then any such implied warranties are limited in duration to 90 days from installation of the Software and the sole remedy for breach of any such implied warranty will be that SADA will, at its option, repair or replace the copy of the Software held by you, or terminate this Agreement and refund the amounts that you have already paid.

6.   LIMITATION OF LIABILITY

6.1   Limitation of Liability. NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT OR OTHERWISE, IN NO EVENT, WHETHER IN CONTRACT, TORT OR OTHERWISE (INCLUDING BREACH OF WARRANTY, NEGLIGENCE AND STRICT LIABILITY IN TORT), WILL SADA BE HELD LIABLE UNDER THIS AGREEMENT FOR LOSS OF DATA OR DATA STORAGE, SYSTEMS OR BUSINESS INTERRUPTION, COMPUTER FAILURE OR MALFUNCTION, OR FOR INDIRECT OR CONSEQUENTIAL (INCLUDING LOST PROFITS), EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES ARISING IN ANY WAY OUT OF THIS AGREEMENT OR THE USE OF (OR INABILITY TO USE) THE SOFTWARE, EVEN IF SUCH PARTY IS AWARE OF OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE, OR FOR ANY CLAIM BY ANY THIRD PARTY. Some states do not allow the exclusion or limitation of liability for consequential or incidental damages, so the foregoing limitation may not apply to you under such laws.

6.2   Repair or Replacement. Any liability of SADA under any warranty, negligence, strict liability or other theory is limited exclusively to Software repair or replacement, or, if in SADA's opinion repair or replacement is inadequate as a remedy, to a refund the amounts that you have already paid.

6.3   Limitation on Damages. ANY DAMAGES THAT SADA IS REQUIRED TO PAY FOR ANY PURPOSE WHATSOEVER WILL BE LIMITED TO THE TOTAL LICENSE AND INSTALLATION FEES PAID UNDER THIS AGREEMENT OR ONE THOUSAND DOLLARS (US$1,000.00), WHICHEVER IS GREATER.

7.   INDEMNITY

7.1   Indemnity. You agree to indemnify, defend and hold harmless SADA and its directors, shareholders, officers, agents, employees, successors and assigns from any and all third party claims, suits, proceedings, judgments, damages, and costs (including reasonable attorneys' fees and expenses) arising from (A) the breach of any of your warranties, representations, and obligations under this Agreement; or (B) any infringement of an Intellectual Property Rights of any person or entity in information or content provided by you, or in your Use of the Software.

7.2   Indemnification Procedures. SADA will notify you of any such claim, and you will bear full responsibility for the defense of such claim (including any settlements); provided however, that (A) you keep SADA informed of, and consult with SADA in connection with the progress of such litigation or settlement; (b) you do not have any right to settle any such claim without SADA's written consent, if such settlement arises from or is part of any criminal action, suit or proceeding or contains a stipulation to or admission or acknowledgement of, any liability or wrongdoing (whether in contract, tort, or otherwise) on the part of SADA, or requires any specific performance or non-pecuniary remedy by SADA; and (c) SADA will have the right to participate in the defense of a claim with counsel of its choice at its own expense.

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8.   INJUNCTIVE RELIEF

Because of the unique nature of the Software, you understand and agree that Licensor will suffer irreparable injury in the event that you fail to comply with the terms of this Agreement and monetary damages may be inadequate to compensate SADA for such breach. Accordingly, in addition to any other remedies available to SADA at law or in equity, you agree that SADA will have the right to enforce the terms of this Agreement through an injunction or any other equitable relief available to it, without the need to first post a bond.

9.   TERMINATION OR LICENSE REVOCATION

If you commit: (A) a material breach of this Agreement that is capable of being cured within 30 days after notice of breach from SADA, but is not cured within such period, or (B) a material breach of this Agreement that is not subject to cure with due diligence within 30 days of written notice thereof, then SADA may, by giving written notice to you, terminate this Agreement. Upon termination, you will immediately cease use of the Software and either return all copies thereof to SADA or destroy all copies of the Software in your possession and certify such destruction in writing. Sections 3, 5, 6, 7, 8 and 10 will survive termination of this Agreement and continue in full force and effect. Termination is not an exclusive remedy and SADA retains all other rights it may have in the event of a breach of this Agreement.

10.   MISCELLANEOUS

10.1   Assignment. This Agreement will inure to the benefit of SADA and its successors and assigns. You may not assign this Agreement or any license granted hereunder without the prior written consent of SADA. Any attempt by your creditors to obtain an interest in your rights herein, whether by attachment, levy, garnishment or otherwise, renders this Agreement voidable at SADA's option.

10.2   Waiver. No delay or omission by either party to exercise any right or power under this Agreement will be construed to be a waiver thereof. A waiver by either party of any breach or covenant will not be construed to be a waiver of any succeeding breach thereof or of any other covenant.

10.3   Severability. If any provision of this Agreement is found to be illegal or otherwise unenforceable in any respect, that provision will be deemed to be restated to reflect as nearly as possible the original intent of the parties in accordance with applicable law. The remainder of this Agreement will remain in full force and effect.

10.4   Notices. You can make all notices, demands or requests to SADA with respect to this Agreement in writing to SADA Systems, Inc., c/o Tony Safoian, 5250 Vineland Avenue, North Hollywood, CA 91601.

10.5   Governing Law and Jurisdiction. This Agreement will be governed by and construed in accordance with the laws of the State of California, without regard to its choice of law principles. For any litigation that may arise under this Agreement, the parties irrevocably and unconditionally submit to the non-exclusive jurisdiction and venue (and waive any claim of forum non conveniens) of the United States District Court for the Central District of California located in Los Angeles or the Los Angeles Superior Court.

10.6   Force Majeure. Neither you nor SADA will be deemed in default of this Agreement, or be able to hold the other party responsible for, any cessation, interruption or delay in the performance of its obligations hereunder (excluding payment obligations) due to earthquake, flood, fire, storm, natural disaster, act of God, war, terrorism, armed conflict, labor strike, lockout, boycott or other similar events beyond the reasonable control of such party, provided that the party relying upon this subsection: (A) gives prompt written notice thereof; and (B) takes all steps reasonably necessary to mitigate the effects of the force majeure event; provided further, that in the event a force majeure event extends for a period in excess of 30 days in the aggregate, either party may immediately terminate this Agreement upon written notice.

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10.7   Entire Agreement; Amendment and Waiver. This Agreement (and any collateral agreements signed simultaneously with this Agreement, if applicable) constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to the subject matter contained in this Agreement. No change, waiver or discharge hereof will be valid unless made in writing and signed by an authorized representative of the party against which such change, waiver of discharge is sought to be enforced.

IN WITNESS WHEREOF, this Agreement has been executed by the parties through their duly authorized officers as of the date set forth above.

SADA SYSTEMS, INC.   **STATE OF UTAH**

_____   _____
Tony Safoian, President and CEO   Name:

                                                 Title:

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SADA Systems, Inc.

SOFTWARE LICENSE AGREEMENT
(SADA Sync Tools for Google)

This **SOFTWARE LICENSE AGREEMENT** ("Agreement") sets forth the terms and conditions governing the license of the software product SADA Sync Tools for Google by SADA Systems, a California (U.S.A.) corporation ("SADA" or "we" or "us").

The term "Software" as we use it in this Agreement, refers to SADA Sync Tools for Google, its related user user documentation and other explanatory written, on-line, electronic or other materials, as well as any authentication appliances provided under this Agreement to implement the Software applications and any upgrades, modified versions or updates for the Software licensed to you by SADA to the extent such items are not accompanied by a separate license agreement.

If you do not agree with the terms and conditions of this Agreement, you may not install or otherwise use the Software.

1.   LICENSE

1.1   Initial Licenses. Subject to the terms of this Agreement and your payment of all required license fees, SADA grants you a perpetual, nonexclusive, non-sublicensable, non-transferable right to Use the Software within your enterprise for internal purposes only. Such Use is approved in connection with **one (1) Google Apps domain** and **one (1) Identity Management (IDM) System.**

"Use" means installing, executing and operating the Software on your network server for your internal authentication, registration and user validation needs. If you have purchased maintenance and support services with respect to the Software, any supplemental software code provided to you as part of such support services will be considered part of the Software and subject to the terms and conditions of this Agreement.

1.2   Additional Licenses. In the event that your infrastructure needs change and you require license rights to Use the Software in connection with additional Google Apps domains or IDM Systems, you agree to contact SADA for the purchase of such rights.

2.   FEES

In consideration of the rights granted under this Agreement, you agree to pay SADA a license fee in the amount of $3,990.00. If you have purchased maintenance and support services from SADA with respect to the Software, such services will be provided in accordance with the terms set forth in a separate Maintenance and Support Agreement.

3.   PROPRIETARY RIGHTS

3.1   SADA Intellectual Property Rights. The Software is owned by SADA and its suppliers and licensors, and the Software's structure, organization and code comprise valuable trade secrets of SADA and its suppliers and licensors. The Software is also protected by U.S. copyright law and international copyright treatises, and may be protected by other copyright, patent and trade secret laws. Accordingly, SADA at all times retains all right, title and interest to all "Intellectual Property Rights" in the Software and all copies thereof. "Intellectual Property Rights" means any and all now known or hereafter existing rights associated with intangible property, including, but not limited to, registered and unregistered, U.S. and foreign copyrights, trade dress, trade names, corporate names, logos, inventions, patents, patent applications, software, know-how and all other intellectual property and proprietary rights (of every kind

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and nature throughout the world, and however designated).

3.2   Trademarks. The name "SADA Sync Tools for Google" is a trademark of SADA which may be registered in certain jurisdictions. You may use trademarks only to identify printed output produced by the Software, in accordance with accepted trademark practice, including identification of trademark owner's name. Such use of any trademark does not give you any rights of ownership in that trademark. You agree to take all steps necessary to protect SADA's proprietary rights in the Software, such as properly displaying copyright, trademark, trade secret and other proprietary notices on any copies of the Software. You will, at your own cost and expense, protect and defend SADA's ownership of the Software against all claims, liens and legal processes of your creditors and will keep the Software free and clear of all such claims, liens and processes.

4.   USER RESTRICTIONS AND WARRANTIES

4.1   User Restrictions. All rights not expressly granted to you are reserved by SADA. Without limitation, you will not (and will not allow any third party to):

(A)   adapt, modify, translate, reverse engineer, decompile, disassemble, or attempt to decode or discover any source code or underlying ideas or algorithms of any Software or part thereof, including but not limited to sub-routines, functions, libraries or other binary code segments of the Software (except and only to the extent that applicable statutory laws prohibit certain reverse engineering restrictions);

(B)   sell, rent, lease, sublease, license, sublicense, lend, timeshare, provide commercial hosting services with, make available as a commercial Internet-based application service provider or otherwise distribute the Software or any part thereof for the benefit of any third party;

(C)   disable any licensing or control features of the Software;

(D)   except as provided for in this Agreement, provide, divulge or make available to, or permit use of the Software by persons other than your employees or authorized contractors, without the advance written consent of SADA;

(E)   write or develop any derivative software or any other software program based on the Software or any intellectual property rights of SADA except as otherwise agreed to by SADA; or

(F)   Use the Software for or on behalf of any other organization or entity, or assign or transfer rights under this Agreement.

4.2   User Warranties. You represent and warrant that all employees and authorized contractors with access to the Software will observe and abide by all the terms and conditions of this Agreement. You will, at your own expense, promptly enforce the restrictions in this Agreement against any person who gains access to the Software through you and violates the restrictions contained herein, including by instituting and diligently pursuing appropriate legal action. You agree to immediately notify SADA in writing of any misuse, misappropriation or unauthorized disclosure, display or copying of the Software that may come to your attention. At reasonable times and with ten days' prior notice, SADA (at its cost) may inspect your premises and equipment to verify that all the terms and conditions of this Agreement are being observed, provided that any such inspection will take place no more than once in any 12-month period.

4.3   Compliance with Laws. You agree to comply with all applicable laws, including any applicable export laws, restrictions or regulations, in connection with your use of the Software.

5.   LIMITED WARRANTY AND DISCLAIMER

**5.1   **SADA warrants to you that the Software will materially conform to the documentation provided with the Software for a period of 90 days from the installation date. This warranty covers only problems reported to SADA during the warranty period. This limited warranty is void if failure of the Software has resulted from accident, misuse or misapplication. SADA will be neither in default nor liable for any failure in performance or loss or damage under this Agreement due to any cause beyond its control. SADA will not be required to correct errors during the above-described warranty period attributable to equipment

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malfunction; products other than the Software; use of the Software in conflict with, or in contravention of, its documentation or the terms of this Agreement; or accident, neglect, misuse or abuse of the Software.

5.2 OTHER THAN AS EXPRESSLY PROVIDED IN THIS SECTION, SADA DOES NOT PROVIDE ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR OTHERWISE. EXCEPT AS SET FORTH IN SECTION 7.1 ABOVE, THE SOFTWARE IS BEING DELIVERED TO YOU AS-IS AND SADA MAKES NO WARRANTY AS TO ITS USE OR PERFORMANCE. SADA DOES NOT WARRANT THAT THE SOFTWARE WILL MEET YOUR REQUIREMENTS; THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE. SADA CANNOT WARRANT THE PERFORMANCE OR RESULTS YOU MAY OBTAIN BY USING THE SOFTWARE. IN ADDITION, SADA MAKES NO EXPRESS OR IMPLIED WARRANTIES RELATING TO ANY THIRD PARTY PRODUCTS OR SERVICES. In the event that any implied warranties, guarantees or conditions implied by local law cannot be waived, then any such implied warranties are limited in duration to 90 days from installation of the Software and the sole remedy for breach of any such implied warranty will be that SADA will, at its option, repair or replace the copy of the Software held by you, or terminate this Agreement and refund the amounts that you have already paid.

6.   LIMITATION OF LIABILITY

6.1 **Limitation of Liability.** NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT OR OTHERWISE, IN NO EVENT, WHETHER IN CONTRACT, TORT OR OTHERWISE (INCLUDING BREACH OF WARRANTY, NEGLIGENCE AND STRICT LIABILITY IN TORT), WILL SADA BE HELD LIABLE UNDER THIS AGREEMENT FOR LOSS OF DATA OR DATA STORAGE, SYSTEMS OR BUSINESS INTERRUPTION, COMPUTER FAILURE OR MALFUNCTION, OR FOR INDIRECT OR CONSEQUENTIAL (INCLUDING LOST PROFITS), EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES ARISING IN ANY WAY OUT OF THIS AGREEMENT OR THE USE OF (OR INABILITY TO USE) THE SOFTWARE, EVEN IF SUCH PARTY IS AWARE OF OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE, OR FOR ANY CLAIM BY ANY THIRD PARTY. Some states do not allow the exclusion or limitation of liability for consequential or incidental damages, so the foregoing limitation may not apply to you under such laws.

6.2 **Repair or Replacement.** Any liability of SADA under any warranty, negligence, strict liability or other theory is limited exclusively to Software repair or replacement, or, if in SADA's opinion repair or replacement is inadequate as a remedy, to a refund the amounts that you have already paid.

6.3 **Limitation on Damages.** ANY DAMAGES THAT SADA IS REQUIRED TO PAY FOR ANY PURPOSE WHATSOEVER WILL BE LIMITED TO THE TOTAL LICENSE AND INSTALLATION FEES PAID UNDER THIS AGREEMENT OR ONE THOUSAND DOLLARS (US$1,000.00), WHICHEVER IS GREATER.

7.   INDEMNITY

7.1 **Indemnity.** You agree to indemnify, defend and hold harmless SADA and its directors, shareholders, officers, agents, employees, successors and assigns from any and all third party claims, suits, proceedings, judgments, damages, and costs (including reasonable attorneys' fees and expenses) arising from (A) the breach of any of your warranties, representations, and obligations under this Agreement; or (B) any infringement of an Intellectual Property Rights of any person or entity in information or content provided by you, or in your Use of the Software.

7.2 **Indemnification Procedures.** SADA will notify you of any such claim, and you will bear full responsibility for the defense of such claim (including any settlements); provided however, that (A) you keep SADA informed of, and consult with SADA in connection with the progress of such litigation or settlement; (b) you do not have any right to settle any such claim without SADA's written consent, if such settlement arises from or is part of any criminal action, suit or proceeding or contains a stipulation to or admission or acknowledgement of, any liability or wrongdoing (whether in contract, tort, or otherwise) on the part of SADA, or requires any specific performance or non-pecuniary remedy by SADA; and (c) SADA will have the right to participate in the defense of a claim with counsel of its choice at its own expense.

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8.   INJUNCTIVE RELIEF

Because of the unique nature of the Software, you understand and agree that Licensor will suffer irreparable injury in the event that you fail to comply with the terms of this Agreement and monetary damages may be inadequate to compensate SADA for such breach. Accordingly, in addition to any other remedies available to SADA at law or in equity, you agree that SADA will have the right to enforce the terms of this Agreement through an injunction or any other equitable relief available to it, without the need to first post a bond.

9.   TERMINATION OR LICENSE REVOCATION

If you commit: (A) a material breach of this Agreement that is capable of being cured within 30 days after notice of breach from SADA, but is not cured within such period, or (B) a material breach of this Agreement that is not subject to cure with due diligence within 30 days of written notice thereof, then SADA may, by giving written notice to you, terminate this Agreement. Upon termination, you will immediately cease use of the Software and either return all copies thereof to SADA or destroy all copies of the Software in your possession and certify such destruction in writing. Sections 3, 5, 6, 7, 8 and 10 will survive termination of this Agreement and continue in full force and effect. Termination is not an exclusive remedy and SADA retains all other rights it may have in the event of a breach of this Agreement.

10.   MISCELLANEOUS

10.1   Assignment. This Agreement will inure to the benefit of SADA and its successors and assigns. You may not assign this Agreement or any license granted hereunder without the prior written consent of SADA. Any attempt by your creditors to obtain an interest in your rights herein, whether by attachment, levy, garnishment or otherwise, renders this Agreement voidable at SADA's option.

10.2   Waiver. No delay or omission by either party to exercise any right or power under this Agreement will be construed to be a waiver thereof. A waiver by either party of any breach or covenant will not be construed to be a waiver of any succeeding breach thereof or of any other covenant.

10.3   Severability. If any provision of this Agreement is found to be illegal or otherwise unenforceable in any respect, that provision will be deemed to be restated to reflect as nearly as possible the original intent of the parties in accordance with applicable law. The remainder of this Agreement will remain in full force and effect.

10.4   Notices. You can make all notices, demands or requests to SADA with respect to this Agreement in writing to SADA Systems, Inc., c/o Tony Safoian, 5250 Vineland Avenue, North Hollywood, CA 91601.

10.5   Governing Law and Jurisdiction. This Agreement will be governed by and construed in accordance with the laws of the State of California, without regard to its choice of law principles. For any litigation that may arise under this Agreement, the parties irrevocably and unconditionally submit to the non-exclusive jurisdiction and venue (and waive any claim of forum non conveniens) of the United States District Court for the Central District of California located in Los Angeles or the Los Angeles Superior Court.

10.6   Force Majeure. Neither you nor SADA will be deemed in default of this Agreement, or be able to hold the other party responsible for, any cessation, interruption or delay in the performance of its obligations hereunder (excluding payment obligations) due to earthquake, flood, fire, storm, natural disaster, act of God, war, terrorism, armed conflict, labor strike, lockout, boycott or other similar events beyond the reasonable control of such party, provided that the party relying upon this subsection: (A) gives prompt written notice thereof; and (B) takes all steps reasonably necessary to mitigate the effects of the force majeure event; provided further, that in the event a force majeure event extends for a period in excess of 30 days in the aggregate, either party may immediately terminate this Agreement upon written notice.

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NOTICE

When submitting a response (proposal, quote or bid) electronically through BidSync, it is the sole responsibility of the supplier to ensure that the response is received by BidSync prior to the closing date and time. Each of the following steps in BidSync MUST be completed in order to place an offer:

A. Login to www.bidsync.com;

B. Locate the bid (solicitation) to which you are responding;
    a. Click the "Search" tab on the top left of the page;
    b. Enter keyword or bid (solicitation) number and click "Search";

C. Click on the "Bid title/description" to open the Bid (solicitation) Information Page;

D. "View and Accept" all documents in the document section;

E. Select "Place Offer" found at the bottom of the page;

F. Enter your pricing, notes, other required information and upload attachments to this page;

G. Click "Submit" at the bottom of the page;

H. Review Offer(s); and

I. Enter your password and click "Confirm".

Note that the final step in submitting a response involves the supplier's acknowledgement that the information and documents entered into the BidSync system are accurate and represent the supplier's actual proposal, quote or bid. This acknowledgement is registered in BidSync when the supplier clicks "Confirm". BidSync will post a notice that the offer has been received. This notice from BidSync MUST be recorded prior to the closing date and time or the response will be considered late and will not be accepted.

Be aware that entering information and uploading documents into BidSync may take considerable time. Please allow sufficient time to complete the online forms and upload documents. Suppliers should not wait until the last minute to submit a response. It is recommended that suppliers submit responses a minimum of 24 hours prior to the closing deadline. The deadline for submitting information and documents will end at the closing time indicated in the solicitation. All information and documents must be fully entered, uploaded, acknowledged (Confirm) and recorded into BidSync before the closing time or the system will stop the process and the response will be considered late and will not be accepted.

Responses submitted in BidSync are completely secure. No one (including state purchasing staff) can see responses until after the deadline. Suppliers may modify or change their response at any time prior to the closing deadline. However, all modifications or changes must be completed and acknowledged (Confirm) in the BidSync system prior to the deadline. BidSync will post a notice that the modification/change (new offer) has been received. This notice from BidSync MUST be recorded prior to the closing date and time or the response will be considered late and will not be accepted.

Utah Code 46-4-402(2) Unless otherwise agreed between a sender (supplier) and the recipient (State Purchasing), an electronic record is received when: (a) it enters an information processing system that the recipient has designated or uses for the purpose of receiving electronic records or information of the type sent and from which the recipient is able to retrieve the electronic record; and (b) it is in a form capable of being processed by that system.

REQUEST FOR PROPOSAL - INSTRUCTIONS AND GENERAL PROVISIONS
STATE COOPERATIVE CONTRACT

1. SUBMITTING THE PROPOSAL: (a) The Utah Division of Purchasing and General Services (DIVISION) prefers that proposals be submitted electronically. Electronic proposals may be submitted through a secure mailbox at BidSync (formerly RFP Depot, LLC) (www.bidsync.com) until the date and time as indicated in this document. It is the sole responsibility of the supplier to ensure their proposal reaches BidSync before the closing date and time. There is no cost to the supplier to submit Utah's electronic proposals via BidSync. (b) Electronic proposals may require the uploading of electronic attachments. The submission of attachments containing embedded documents is prohibited. All documents should be attached as separate files. (c) If the supplier chooses to submit the proposal directly to the DIVISION in writing: The proposal must be signed in ink, sealed, and delivered to the Division of Purchasing, 3150 State Office Building, Capitol Hill, Salt Lake City, UT 84114-1061 by the "Due Date and Time." The "Solicitation Number" and "Due Date" must appear on the outside of the envelope. All prices and notations must be in ink or typewritten. Each item must be priced separately. Unit price shall be shown and a total price shall be entered for each item offered. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed in ink by person signing offer. Unit price will govern, if there is an error in the extension. Written offers will be considered only if it is submitted on the forms provided by the DIVISION. (d) Proposals, modifications, or corrections received after the closing time on the "Due Date" will be considered late and handled in accordance with the Utah Procurement Rules, section R33-3-209. (e) Facsimile transmission of proposals to DIVISION will not be considered.

2. PROPOSAL PREPARATION: (a) Delivery time of products and services is critical and must be adhered to as specified. (b) Wherever in this document an item is defined by using a trade name of a manufacturer and/or model number, it is intended that the words, "or equivalent" apply. "Or equivalent" means any other brand that is equal in use, quality, economy and performance to the brand listed as determined by the DIVISION. If the supplier lists a trade name and/or catalog number in the offer, the DIVISION will assume the item meets the specifications unless the offer clearly states it is an alternate, and describes specifically how it differs from the item specified. All offers must include complete manufacturer=s descriptive literature if quoting an equivalent product. All products are to be of new, unused condition, unless otherwise requested in this solicitation. (c) Incomplete proposals may be rejected. (d) Where applicable, all proposals must include complete manufacturer=s descriptive literature. (e) By submitting the proposal the offeror certifies that all of the information provided is accurate, that they are willing and able to furnish the item(s) specified, and that prices offered are correct. (f) This proposal may not be withdrawn for a period of 60 days from the due date.

3. FREIGHT COST: Suppliers are to provide line item pricing FOB Destination Freight Prepaid. Unless otherwise indicated on the contract/purchase order, shipping terms will be FOB Destination Freight Prepaid.

4. SOLICITATION AMENDMENTS: All changes to this solicitation will be made through written addendum only. Answers to questions submitted through BidSync shall be considered addenda to the solicitation documents. Bidders are cautioned not to consider verbal modifications.

5. PROTECTED INFORMATION: Suppliers are required to mark any specific information contained in their offer which they are claiming as protected and not to be disclosed to the public or used for purposes other than the evaluation of the offer. Each request for non-disclosure must be made by completing the "Confidentiality Claim Form" located at: http://www.purchasing.utah.gov/contract/documents/confidentialityclaimform.doc with a specific justification explaining why the information is to be protected. Pricing and service elements of any proposal will not be considered proprietary. All material becomes the property of the DIVISION and may be returned only at the DIVISION 's option.

6. BEST AND FINAL OFFERS: Discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of assuring full understanding of, and responsiveness to, solicitation requirements. Prior to award, these offerors may be asked to submit best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by a competing offeror.

7. SAMPLES: Samples of item(s) specified in this offer, brochures, etc., when required by the DIVISION, must be furnished free of expense to the DIVISION. Any item not destroyed by tests may, upon request made at the time the sample is furnished, be returned at the offeror's expense.

8. AWARD OF CONTRACT: (a) The contract will be awarded with reasonable promptness, by written notice, to the responsible offeror whose proposal is determined to be the most advantageous to the DIVISION, taking into consideration price and evaluation factors set forth in the RFP. No other factors or criteria will be used in the evaluation. The contract file shall contain the basis on which the award is made. Refer to Utah Code Annotated 65-56-408. (b) The DIVISION may accept any item or group of items, or overall best offer. The DIVISION can reject any or all proposals, and it can waive any informality, or technicality in any proposal received, if the DIVISION believes it would serve the best interests of the DIVISION. (c) Before, or after, the award of a contract the DIVISION has the right to inspect the offeror's premises and all business records to determine the offeror's ability to meet contract requirements. (d) The DIVISION will open proposals publicly, identifying only the names of the offerors. During the evaluation process, proposals will be seen only by authorized DIVISION staff and those selected by DIVISION to evaluate the proposals. Following the award decision, all proposals become public information except for protected information (see number 5

above). A register of proposals and contract awards are posted at http://purchasing.utah.gov/vendor/bidtab.html. (e) Estimated quantities are for bidding purposes only, and not to be interpreted as a guarantee to purchase any amount. (f) Utah has a reciprocal preference law which will be applied against offerors offering products or services produced in states which discriminate against Utah products. For details see Section 63G-6-404 and 63G-6-405, Utah Code Annotated. (g) Multiple contracts may be awarded if the DIVISION determines it would be in its best interest.

9. DIVISION APPROVAL: Contracts written with the State of Utah, as a result of this proposal, will not be legally binding without the written approval of the Director of the DIVISION.

10. DEBARMENT: The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the DIVISION.

11. ENERGY CONSERVATION AND RECYCLED PRODUCTS: The contractor is encouraged to offer Energy Star certified products or products that meet FEMP (Federal Energy Management Program) standards for energy consumption. The State of Utah also encourages contractors to offer products that are produced with recycled materials, where appropriate, unless otherwise requested in this solicitation.

12. GOVERNING LAWS AND REGULATIONS: All State purchases are subject to the Utah Procurement Code, Title 63 Chapter 56 U.C.A. 1953, as amended, and the Procurement Rules as adopted by the Utah State Procurement Policy Board. These are available on the Internet at www.purchasing.utah.gov. By submitting a bid or offer, the bidder/offeror warrants that the bidder/offeror and any and all supplies, services equipment, and construction purchased by the State shall comply fully with all applicable Federal and State laws and regulations, including applicable licensure and certification requirements.

13. SALES TAX ID NUMBER: Utah Code Annotated (UCA) 59-12-106 requires anyone filing a bid with the state for the sale of tangible personal property or any other taxable transaction under UCA 59-12-103(1) to include their Utah sales tax license number with their bid. For information regarding a Utah sales tax license see the Utah State Tax Commission's website at www.tax.utah.gov/sales. The Tax Commission is located at 210 North 1950 West, Salt Lake City, UT 84134, and can be reached by phone at (801) 297-2200.

(Revision Date: 13 JULY 2010 - RFP Instructions)

Supplier: **SADA SYSTEMS, INC.**

Standard Contract Terms and Conditions
State of Utah, State Cooperative Contract

1. AUTHORITY: Provisions of this contract are pursuant to the authority set forth in 63G-6, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the STATE to purchase certain specified services, and other approved purchases for the STATE.

2. CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE: The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake Co.

3. LAWS AND REGULATIONS: The Contractor and any and all supplies, services, equipment, and construction proposed and furnished under this contract will comply fully with all applicable Federal and State laws and regulations, including applicable licensure and certification requirements.

4. RECORDS ADMINISTRATION: The Contractor will maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by this contract. These records will be retained by the Contractor for at least four years after the contract terminates, or until all audits initiated within the four years have been completed, whichever is later. The Contractor agrees to allow the State and Federal auditors, and State agency staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.

5. CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM": The Status Verification System, also referred to as "E-verify", only applies to contracts issued through a Request for Proposal process, and to sole sources that are included within a Request for Proposal. It does not apply to Invitation for Bids nor to the Multi-Step Process.

5.1 Status Verification System
1. Each offeror and each person signing on behalf of any offeror certifies as to its own entity, under penalty of perjury, that the named Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of the contractor's new employees that are employed in the State of Utah in accordance with UCA Section 63G-11-103.
2. The Contractor shall require that the following provision be placed in each subcontract at every tier: "The subcontractor shall certify to the main (prime or general) contractor by affidavit that the subcontractor has verified through the Status Verification System the employment status of each new employee of the respective subcontractor, all in accordance with Section 63G-11-103 and to comply with all applicable employee status verification laws. Such affidavit must be provided prior to the notice to proceed for the subcontractor to perform the work."
3. The State will not consider a proposal for award, nor will it make any award where there has not been compliance with this Section.
4. Manually or electronically signing the Proposal is deemed the Contractor's certification of compliance with all provisions of this employment status verification certification required by all applicable status verification laws including UCA Section 63G-11-103.

5.2 Indemnity Clause for Status Verification System
1. Contractor (includes, but is not limited to any Contractor, Design Professional, Designer or Consultant) shall protect, indemnify and hold harmless, the State and its officers, employees, agents, representatives and anyone that the State may be liable for, against any claim, damages or liability arising out of or resulting from violations of the above Status Verification System Section whether violated by employees, agents, or contractors of the following: (a) Contractor; (b) Subcontractor at any tier; and/or (c) any entity or person for whom the Contractor or Subcontractor may be liable.
2. Notwithstanding Section 1 above, Design Professionals or Designers under direct contract with the State shall only be required to indemnify the State for a liability claim that arises out of the design professional's services, unless the liability claim arises from the Design Professional's negligent act, wrongful act, error or omission, or other liability imposed by law except that the design professional shall be required to indemnify the State in regard to subcontractors or subconsultants at any tier that are under the direct or indirect control or responsibility of the Design Professional, and includes all independent contractors, agents, employees or anyone else for whom the Design Professional may be liable at any tier.

6. CONFLICT OF INTEREST: Contractor certifies that it has not offered or given any gift or compensation prohibited by the laws of the State of Utah to any officer or employee of the STATE or participating political subdivisions to secure favorable treatment with respect to being awarded this contract.

7. INDEPENDENT CONTRACTOR: Contractor will be an independent Contractor, and as such will have no authorization, express or implied to bind the STATE to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent for the STATE, except as expressly set forth herein. Compensation stated herein will be the total amount payable to the Contractor by the STATE. The Contractor will be responsible for the payment of all income tax

and social security tax due as a result of payments received from the STATE for these contract services. Persons employed by the STATE and acting under the direction of the STATE will not be deemed to be employees or agents of the Contractor.

8. INDEMNITY CLAUSE: The Contractor will release, protect, indemnify and hold the STATE and the respective political subdivisions and their officers, agencies, employees, harmless from and against any damage, cost or liability, including reasonable attorney's fees for any or all injuries to persons, property or claims for money damages arising from acts or omissions of the Contractor, his employees or subcontractors or volunteers. The parties agree that if there are any Limitations of the Contractor's Liability, including a limitation of liability for anyone for whom the Contractor is responsible, such Limitations of Liability will not apply to injuries to persons, including death, or to damages to property.

9. EMPLOYMENT PRACTICES CLAUSE: The Contractor agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the Contractor agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.

10. SEVERABILITY: If any provision of this contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular provision held to be invalid.

11. RENEGOTIATION OR MODIFICATIONS: The terms of this contract will not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the State Director of Purchasing. Automatic renewals will not apply to this contract.

12. DEBARMENT: The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by the STATE. The Contractor must notify the State Director of Purchasing within 30 days if debarred by any governmental entity during the Contract period.

13. TERMINATION: Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon sixty (60) days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.

14. NONAPPROPRIATION OF FUNDS: The Contractor acknowledges that the State cannot contract for the payment of funds not yet appropriated by the Utah State Legislature. If funding to the State is reduced due to an order by the Legislature or the Governor, or is required by State law, or if federal funding (when applicable) is not provided, the State may terminate this contract or proportionately reduce the services and purchase obligations from the State upon 30 days written notice. In the case that funds are not appropriated or are reduced, the State will reimburse Contractor for products delivered or services performed through the date of cancellation or reduction, and the State will not be liable for any future commitments, penalties, or liquidated damages.

15. TAXES: Bid/proposal prices will be exclusive of state sales, use and federal excise taxes. The State of Utah's sales and use tax exemption number is 11736850-010-STC, located at http://purchasing.utah.gov/contract/documents/salestaxexemptionformsigned.pdf. The tangible personal property or services being purchased are being paid from STATE funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract, or contract orders. The State of Utah's Federal excise exemption number is 87-780019K.

16. WARRANTY: The Contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The Contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the Contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the STATE has relied on the Contractor's skill or judgment to consider when it advised the STATE about the product, (5) the product has been properly designed and manufactured, and

(6) the product is free of significant defects or unusual problems about which the STATE has not been warned. Remedies available to the STATE include the following: The Contractor will repair or replace (at no charge to the STATE) the product whose nonconformance is discovered and made known to the Contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

17. PARTICIPANTS: This is a contract to provide the State of Utah government departments, institutions, agencies and political subdivisions (i.e., colleges, school districts, counties, cities, etc.) with the goods and/or services described in the bid/proposal.

18. POLITICAL SUBDIVISION PARTICIPATION: Participation under this contract by political subdivisions (i.e., colleges, school districts, counties, cities, etc.) will be voluntarily determined by the political subdivision. The Contractor agrees to supply the political subdivisions based upon the same terms, conditions and prices.

19. QUANTITY ESTIMATES: The STATE does not guarantee to purchase any amount under the contract to be awarded. Estimated quantities are for proposing purposes only and are not to be construed as a guarantee to purchase any amount.

20. DELIVERY: The prices proposed will be the delivered price to any state agency or political subdivision. Unless otherwise specified by the State, all deliveries will be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the Buyer except as to latent defects, fraud, and Contractor's warranty obligations. The minimum shipment amount will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an order to be shipped without transportation charges that is back ordered will be shipped without transportation charges.

21. REPORTS AND FEES: The Contractor agrees to provide a quarterly administrative fee to the State in the form of a Check or EFT payment. The fee will be payable to the "State of Utah Division of Purchasing" for the amount listed in the solicitation (net of any returns, credits, or adjustments) under this Contract for the period. Payment(s) shall be made in accordance with the following schedule:

Period End	Fee Due
March 31	April 30
June 30	July 31
September 30	October 31
December 31	January 31

The Contractor agrees to provide a quarterly utilization report, reflecting net sales to the State during the associated fee period. The report will show the quantities and dollar volume of purchases by each agency and political subdivision. The report will be provided in secure electronic format and/or submitted electronically to the Utah reports email address salesreports@utah.gov.

22. PROMPT PAYMENT DISCOUNT: Offeror may quote a prompt payment discount based upon early payment; however, discounts offered for less than 30 days will not be considered in making the award. The prompt payment discount will apply to payments made with purchasing cards and checks. The date from which discount time is calculated will be the date a correct invoice is received or receipt of shipment, whichever is later; except that if testing is performed, the date will be the date of acceptance of the merchandise.

23. FIRM PRICES: Unless otherwise stated in the special terms and conditions, for the purpose of award, offers made in accordance with this solicitation must be good and firm for a period of ninety (90) days from the date of bid/proposal opening.

24. PRICE GUARANTEE, ADJUSTMENTS: The contract pricing resulting from this bid/proposal will be guaranteed for the period specified. Following the guarantee period, any request for price adjustment must be for an equal guarantee period, and must be made at least 30 days prior to the effective date. Requests for price adjustment must include documentation supporting the request and demonstrating a logical mathematical link between the current price and the proposed price. Any adjustment or amendment to the contract will not be effective unless approved by the State Director of Purchasing. The STATE will be given the immediate benefit of any decrease in the market, or allowable discount.

25. ORDERING AND INVOICING: Orders will be placed by the using agencies directly with the Contractor. All orders will be shipped promptly in accordance with the delivery guarantee. The Contractor will then promptly submit invoices to the ordering agency. The STATE contract number and the agency ordering number will appear on all invoices, freight tickets, and correspondence relating to the contract order. The prices paid by the STATE will be those prices on file with the Division of Purchasing. The STATE has the right to adjust or return any invoice reflecting incorrect pricing.

26. PAYMENT: Payments are normally made within 30 days following the date the order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance. Payments may be made via a State of Utah (or political

subdivision) "Purchasing Card" (major credit card). All payments to the Contractor will be remitted by mail, electronic funds transfer, or Purchasing Card.

27. MODIFICATION OR WITHDRAWAL OF BIDS/PROPOSALS: Bids/proposals may be modified or withdrawn prior to the time set for the opening of bids/proposals. After the time set for the opening of bids/proposals, no bids/proposals may be modified or withdrawn.

28. BID/PROPOSAL PREPARATION COSTS: The STATE is not liable for any costs incurred by the offeror in bid/proposal preparation.

29. INSPECTIONS: Goods furnished under this contract will be subject to inspection and test by the Buyer at times and places determined by the Buyer. If the Buyer finds goods furnished to be incomplete or not in compliance with bid/proposal specifications, the Buyer may reject the goods and require Contractor to either correct them without charge or deliver them at a reduced price which is equitable under the circumstances. If Contractor is unable or refuses to correct such goods within a time deemed reasonable by the Buyer, the Buyer may cancel the order in whole or in part. Nothing in this paragraph will adversely affect the Buyer's rights including the rights and remedies associated with revocation of acceptance under the Uniform Commercial Code.

30. PATENTS, COPYRIGHTS, ETC.: The Contractor will release, indemnify and hold the Buyer, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used in the performance of this contract.

31. ASSIGNMENT/SUBCONTRACT: Contractor will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the State Director of Purchasing.

32. DEFAULT AND REMEDIES: Any of the following events will constitute cause for the STATE to declare Contractor in default of the contract: 1. Nonperformance of contractual requirements; 2. A material breach of any term or condition of this contract. The STATE will issue a written notice of default providing a period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for liquidated or other damages. If the default remains, after Contractor has been provided the opportunity to cure, the STATE may do one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this contract and any related contracts or portions thereof; 3. Impose liquidated damages, if liquidated damages are listed in the contract; 4. Suspend Contractor from receiving future bid/proposal solicitations.

33. FORCE MAJEURE: Neither party to this contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The STATE may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.

34. HAZARDOUS CHEMICAL INFORMATION: The Contractor will provide one set of the appropriate material safety data sheet(s) and container label(s) upon delivery of a hazardous material to the user agency. All safety data sheets and labels will be in accordance with each participating state's requirements.

35. NON-COLLUSION: By signing the bid/proposal, the offeror certifies that the bid/proposal submitted has been arrived at independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the Solicitation, designed to limit independent proposing or competition.

36. PUBLIC INFORMATION: Contractor agrees that the contract, related Sales Orders, and Invoices will be public documents, as far as distribution of copies. Contractor gives the STATE express permission to make copies of the contract, related Sales Orders, and Invoices in accordance with the State of Utah Government Records Access and Management Act (GRAMA). Except for sections identified in writing and expressly approved by the State Division of Purchasing, Contractor agrees that the Contractor's response to the solicitation will be a public document, and copies may be given to the public under GRAMA laws. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, or copyright information.

37. PROCUREMENT ETHICS: The Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan or reward, or any promise thereof to any person acting as a procurement officer on behalf of the State, or who in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization (63G-6-1002, Utah Code Annotated, 1953, as amended).

38. ENERGY CONSERVATION AND RECYCLED PRODUCTS: The contractor is encouraged to offer Energy Star certified products or products that meet FEMP (Federal Energy Management Program) standards for energy consumption. The State of Utah also encourages contractors to offer products that are produced with recycled materials, where appropriate, unless otherwise requested in this solicitation.

39. CONFLICT OF TERMS: Contractor Terms and Conditions that apply must be in writing and attached to the contract. No other Terms and Conditions will apply to this contract including terms listed or referenced on a Contractor's website, terms listed in a Contractor quotation/sales order, etc. In the event of any conflict in the contract terms and conditions, the order of precedence shall be:
1. Attachment A: State of Utah Standard Contract Terms and Conditions; 2. State of Utah Contract Signature Page(s); 3. Additional State Terms and Conditions; 4. Contractor Terms and Conditions.

40. LOCAL WAREHOUSE AND DISTRIBUTION: The Contractor will maintain a reasonable amount of stock warehoused in the State of Utah for immediate or emergency shipments. Shipments are to be made in the quantities as required by the various ordering agencies. Orders for less than the minimum specified amount will have transportation charges prepaid by the Contractor and added as a separate item on the invoice. Any portion of an order to be shipped without transportation charges that is back ordered will be shipped without charge.

41. ENTIRE AGREEMENT: This Agreement, including all Attachments, and documents incorporated hereunder, and the related State
Solicitation constitutes the entire agreement between the parties with respect to the subject matter, and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written. The terms of this Agreement shall supersede any additional or conflicting terms or provisions that may be set forth or printed on the Contractor's work plans, cost estimate forms, receiving tickets, invoices, or any other related standard forms or documents of the Contractor that may subsequently be used to implement, record, or invoice services hereunder from time to time, even if such standard forms or documents have been signed or initialed by a representative of the State. The parties agree that the terms of this Agreement shall prevail in any dispute between the terms of this Agreement and the terms printed on any such standard forms or documents, and such standard forms or documents shall not be considered written amendments of this Agreement.

Revision date: 2 Aug 2010